88502

SAFECO

SK-11553

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 76 PAGE 743

THIS CONTRACT, made and entered into this 1st day of June, 1979

between Harold B. Confett, A single man

hereinafter called the "seller," and Dwight C. Sievers, A single man & Steven C. Sievers, A single man

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

The terms and conditions of this contract are as follows: The purchase price is Nineteen Thousand Dollars ($ 19,000.00) Dollars, of which Five Hundred Dollars ($ 500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two Thousand Dollars ($ 2000.00) Dollars, or more at purchaser's option, on or before the 10th day of April, 19 80, and Two Thousand Four Hundred dollars ($ 2400.00) Dollars, or more at purchaser's option, on or before the 10th day of each succeeding calendar year until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of $10\frac{1}{2}$ per cent per annum from the 1st day of June, 1979, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

JUN 1979
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

6800
No.
TRANSACTION EXCISE TAX
JUN 26 1979
Amount Paid $190.00
Skamania County Treasurer

As referred to in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

Transaction in compliance with County subdivision ordinance
Skamania County Assessor - By

Starting at an iron pipe at the Southeast forty corner of the [illegible] of [illegible] of Section [illegible] [illegible] and run [illegible] 30' 37" [illegible] for 774.40' to a pipe, run [illegible] 71° [illegible] 45" [illegible]

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Subject to restrictions and reservations of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Harold B. Connett (SEAL)

(SEAL)

(SEAL)

STATE OF ~~WASHINGTON~~ California,

County of Orange } ss.

(SEAL)

On this day personally appeared before me Harold B. Connett

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of June, 1979

OFFICIAL SEAL
M. G. BACON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Jan. 26, 1980

M. G. Bacon
Notary Public in and for the State of ~~Washington~~ California
residing at Costa Mesa, California

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

NAME Harold B. Connett

ADDRESS 437 Fair Drive # 201

CITY AND STATE Costa Mesa, Calif. 92626

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY [illegible] OF [illegible] AT 11:30 A.M. June 26 1979 WAS RECORDED IN BOOK 76 OF Deeds AT PAGE 743 RECORDS OF SKAMANIA COUNTY, WASH.

[illegible]

COUNTY AUDITOR

[illegible]

($ 2400.00) Dollars,

or more at purchaser's option, on or before the 10th day of April, 19 80,

and Two Thousand Four Hundred dollars ($ 2400.00) Dollars,

or more at purchaser's option, on or before the 10th day of each succeeding calendar year until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 10½ per cent per annum from the 1st day of June, 19 79, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at [illegible] or at such other place as the seller may direct in writing.

RECEIVED JUN 1979 SKAMANIA COUNTY AUDITOR STEVENSON, WASH.

No. 8800
TRANSACTION EXCISE TAX
JUN 26 1979
Amount Paid $190.00
Skamania County Treasurer
By [illegible]

As referred to in this contract, "date of closing" shall be [illegible]

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form.

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

Transaction in compliance with County subdivision ordinances
Skamania County Assessor - By: [illegible]

LPB-44 R2/75

Starting at an iron pipe at the Southeast forty corner of the NE¼ of NE¼ of Section 28 T. 2 N., R. 5 E., W.M. and run N 00° 30' 37" E for 778.40' to a pipe, run N 71° 24' 55" W for 714.27' to a pipe, run S 2° 08' 10" E for 944.[illegible]' to a pipe set at the Southwest corner of the W½ of NE¼ NE¼ of Section 28 then run along South line of the W½ of NE¼ NE¼ of Section 28 N 89° 42' 54" E for 659.28' to point of beginning. Contains 10.294 acres more or less.

A road easement for ingress and egress 50 feet wide being 25 feet on either side of the following described center line as well as a 5 foot wide strip bordering on the West edge of the 50 foot strip for utilities; starting at an iron pipe at the Southwest corner of W½ of NE¼ of NE¼ Section 28 T. 2 N., R. 5 E., W.M. and run S 89° 30' 20" W for 25.0' to centerline of road easement, run along centerline S 00° 29' 40" E for 944.07' to point of beginning of easement which is center of cul-de-sac with 50' radius which cul-de-sac is part of easement, from this center run along centerline N 00° 29' 40" W for 940' more or less to the intersection with the South boundary of the LaBarre county road right-of-way.

Harold B Connett (SEAL)

[illegible] (SEAL)

[illegible] (SEAL)

STATE OF ~~WASHINGTON~~ California }
County of Orange } ss.
(SEAL)

On this day personally appeared before me Harold B. Connett

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of June, 1979

OFFICIAL SEAL
M. G. BACON
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires [illegible] 1980

M. G. Bacon
Notary Public in and for the State of ~~*Washington*~~ California
residing at Costa Mesa, California

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

[illegible]
NUMBERED
CONFORMED
MAILED

NAME Harold B. Connett

ADDRESS 4?7 [illegible] Drive # 2??

CITY AND STATE Costa Mesa, Calif 92626

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY [illegible]

[illegible]

AT [illegible] M. June 22, 1979

RECORDED IN BOOK 76

[illegible] PAGE 793

[illegible]

[illegible]

[illegible]