



REAL ESTATE CONTRACT
(FORM A-1964)

ELSA 76 PAGE 747



THIS CONTRACT, made and entered into this 25th day of June, 1979

between LEONARD T. FOSTER and RUBY J. FOSTER,
hereinafter called the "seller," and husband and wife,
ROBERT L. HILDENBRAND and HETTY G. HILDENBRAND,
hereinafter called the "purchaser," husband and wife

RECEIVED
ADDIT. COUNT
STEVENS, WASH
JUN 24 1979

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

Lots 13 and 14 of FOSTER ADDITION, according to the official plat thereof on file and of record at page 33 of Book B of Plats, records of Skamania County, Washington

SUBJECT TO 5 foot Public utility easement over the northerly 5 feet of said lots 13 and 14 and over the southerly 5 feet of said lot 14.

The terms and conditions of this contract are as follows: The purchase price is **Sixteen Thousand and**
No/100 ~~one hundred and no/100~~ **\$16,000.00** Dollars, of which
Three Thousand and No/100 ~~one hundred and no/100~~ **is 3,000.00** Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred fifty-seven and 73/100 \$157.73
or more at purchaser's option, on or before the 25th day of July 1979

or more at purchaser's option, on or before the 25th day of each succeeding calendar month 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 15% per annum, compounded monthly. The balance of said purchase price at the date of this agreement is \$157.73 Dollars.

rate of 8% per cent per annum from the 15th day of June, 1979, which interest shall be deducted from each installment payment and the balance of each payment or principal in reduction of principal.

All payments to be made hereunder shall be made at P.O. Box 416, Stevenson, Md. 28648 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be June 25, 1979

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vi) 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

and agrees to pay the amount on the real estate insured to

(4) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured for 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 his 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.

[illegible]

(6) The seller has delivered or agrees to deliver to the buyer, at the time of closing, a purchase money policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, naming the purchaser to the full amount of said purchase price to protect 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:

5. Printed general exceptions appearing in said policy form:

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

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.

(b) If seller fails to pay, full estate is subject to an existing contract or contracts under which seller is not paying 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 retrieve the default, and any payments so made shall be applied to the payments next falling due to seller under this contract.

Transaction in compliance with County subdivision ordinances.
 100
 Stanislaus County Assessor - By:

17. 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:

Waiver of claims for damages as contained in the Plat dedication, recorded under AF# 84757, records of Skamania County, Washington

Covenants pertaining to said Foster Addition, as recorded 8-29-77 under AF# 84758.

(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, major utility 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, and without prejudice in any other right this 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 this 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 regard to this contract or to the purchaser's rights may be made by United States Mail, postage pre paid, return receipt requested, directed to the address of this contract last known to the seller.

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

If the seller shall bring suit to procure or adjudication of his remedy in all 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 of litigation, including such sum, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date last hereinabove stated.

LEONARD T. FOSTER

RUBY J. FOSTER

ROBERT L. HILDENBRAND

HETTY G. HILDENBRAND

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me

Leonard T. Foster and Ruby J. Foster

known to be the individual(s) described above, who executed the within and foregoing instrument, and acknowledged that

they signed the same as their

free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of June, 1979.

6502

No. TRANSACTION EXCISE TAX

ON 20 JUN 1979

Amount Paid \$146.00

Skamania County Treasurer

By [Signature]



SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

RECORDED	INDEXED
INDEXED	RECORDED
RECORDED	INDEXED
INDEXED	RECORDED
RECORDED	INDEXED
INDEXED	RECORDED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED IN
OF [Signature]
AT 1:45 P.M. June 20, 1979
WAS RECORDED IN BOOK 76
OF RECORDS AT PAGE 748
SKAMANIA COUNTY, WASH.
[Signature]
CLERK