

88854



**REAL ESTATE CONTRACT
(FORM A-1964)**

BLK 76 PAGE 747



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

between LEONARD T. FOSTER and RUBY J. FOSTER,
husband and wife,
hereinafter called the "seller," and
ROBERT L. HILDENBRAND and METTY G. HILDENBRAND,
husband and wife
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 its 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 31 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 \$16,000.00 dollars, of which No/100 Three Thousand and No/100 \$3,000.00 dollars have been paid, it a receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred fifty-seven and 73/100	<u> </u> \$157.73	1 Dollars,
or more at purchaser's option, on or before the 25th day of July	<u> </u> \$157.73	1979
and One hundred fifty-seven and 73/100	<u> </u> \$157.73	1 Dollars,

or more at purchaser's option, on or before the 25th day of each succeeding month until the balance of said purchase price is paid in full, it a receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

rate of 8% per cent per annum from the 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 P.O. Box 416, Stevenson, Wa. 98648 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.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may, as between grantor and grantee hereinafter become due on said real estate, and if by the terms of the contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment or agreed to purchase subject to, any taxes or assessments now or then 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, to sell, as his interest may appear, and to pay all premiums thereon 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 agents 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 herin or is in writing and attached to and made a part of the 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 (including after payments 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 to the purchase price.

(5) The seller has delivered, or agrees to deliver, within 10 days of the date of closing, a purchased policy of title insurance in standard form, or a commitment therefore, 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 pay out default 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 not having 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 payment necessary to remove the default, and any payment so made shall be applied to the payments next falling due to seller under this contract.

Transacted in compliance with County Subdivision ordinances
Skamania County Assessor - BIS

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 Deed of Trust, 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, maintenance 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 this instrument or purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to him at his address last known to the seller.

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

If the seller shall bring suit to prosecute or adjudicate of the recovery of any 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 just and reasonable expenses incurred in the prosecution of such suit, and also the reasonable cost of searching records to determine the condition of title at the date of recording of judgment, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties concur in having executed the instrument at the date first written above.

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** to be known to be the individual(s) described in and who executed the within instrument and acknowledged that

they signed the same as their

free and voluntary act unforced,

for the uses and purposes therein mentioned.

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

6802
No.
TRANSACTION EXCISE TAX

JUN 26 1979.
Amount Paid \$14.00 C.O.

Skamania County Treasurer
By M. [Signature]



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

SEARCHED
SERIALIZED
INDEXED
RECORDED
COPIED
FILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA 1979

I HEREBY CERTIFY THAT THE INSTRUMENT
INSTRUMENT OF WRITING, FILED IN
RECORDED IN THE OFFICE OF THE
AT 11:50 A.M. JUNE 26, 1979

WAS RECEIVED IN BOOK NO. 16
ON JUN 26 1979 AT PAGE 742

RECORDS OF SKAMANIA COUNTY, WASH.

RECORDED BY [Signature]

RECORDED ON JUN 26 1979