

68853

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 26 PAGE 749

357
S-22-B-100

THIS CONTRACT, made and entered into this 25th day of June, 1979,
 between ALFRED W. KENT and LAVERNE I. KENT, husband and wife,
and ALFRED W. KENT, as "Seller," and DANIEL K. CADMAN and PAMELA M. CADMAN, husband and wife,
hereinafter referred to as "Purchaser."

WHEREAS: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, situate as aforesaid, in:

SKAMANIA

County, State of Washington

(EXHIBIT "A" ATTACHED)



REGISTRATION	✓
INDEXED	✓
SEARCHED	✓
RECORDED	✓
CLERK'S COPY	✓
NOTARIZED	✓

The terms and conditions of this contract are as follows: The purchase price is **FOURTEEN THOUSAND NINE HUNDRED and No/100 ----- 14,900.00 Dollars, of which**

THREE THOUSAND SEVEN HUNDRED and No/100 ----- 3,700.00 Dollars have been paid, the receipt whereof is herby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FORTY FIVE and No/100 ----- 145.00 Dollars.

or either or purchaser's option, on or before the 25th day of July, 1979, **145.00 Dollars.**

or **ONE HUNDRED FORTY FIVE and No/100 ----- 145.00 Dollars.**

or at the option of purchaser, 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 **ten** 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 **200 Promenade Bldg., Oregon City, Oregon 97045** or at such other place as the seller may direct in writing.

6803

TRANSACTION EXCISE TAX

JUL 13/79
Amount Paid 149.00

Skamania County Treasurer

By Alfred W. Kent, Jr. Signature

Be it known to all in this contract, "date of closing" shall be the **date of execution of this contract.**

(1) The seller agrees and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee in another time accrued on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgages, contracts or leases or otherwise, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter on said real estate, the same before delinquency, the same before delinquency.

The seller agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured by 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, no premium may appear, and to pay all premiums thereafter and to deliver all policies and renewals thereof to the seller.

The seller, if agrees that full inspection of said real estate has been made and that neither the seller nor his signs shall be held to any claim respecting the cost of any improvements theron nor shall the purchaser or seller or the assignee of either be held to any covenant or agreement to alter, improvements or repairs unless the covenant or agreement recited on is contained herein or is in writing and is to be made a part of this contract.

(2) The purchaser assumes all hazard of damage or destruction of any improvements now on said real estate or hereafter placed thereon, and of the cost of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a cause of cancellation. 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 of the purchase price hereon unless the seller agrees to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements so lost, in case of damage or destruction from a peril not against, the proceeds of such insurance remaining after payment of the reasonable expenses 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.

(3) The seller has been given, 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 to, reduce, waive, by SAFFECO Title Insurance Company, its rating the purchaser to the full amount of said purchase price premium or damage by reason of defects in seller's title to said real estate at the date of closing, and containing no exceptions other than the following:

- (a) Standard general exclusions as appearing in said policy form;
- (b) Liens on encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made free;
- (c) Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which after the conveyance hereunder, may, in the opinion of the title company, affect the title to the property for the purpose of this paragraph (3) shall be deemed defects in seller's title.

(4) If either the buyer or the seller, or a party to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which will be 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 payments so made shall be applied to the obligations hereinafter due the seller under this contract.

 Transaction in compliance with Washington State Division of Real Estate
Division of Real Estate
State of Washington

74 750

1.3. The seller agrees, upon receiving full payment of the purchase price and interest in the duration above specified, to execute and deliver to purchaser a statutory warranty 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:

fulfillment

deed to said real estate, excepting any

(9) 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.

(10) 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.

(11) 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 prior to date of termination 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 prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

(12) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited to collection of 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, if, 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 herein, 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 sum 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.

GEAHL

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STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me TED W. KENT and LAVONNE I. KENT,
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same at their place of residence, in the state of Washington, voluntarily and freely,

for the uses and purposes therein mentioned.

GIVEN under my hand and office seal this 1874 day of July, 1979

Notary Public, State of Washington

Residing at Victoria, V.C.



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

COPIED ON 2010-01-20

I HEREBY CERTIFY THAT I

RECORDED THIS DAY OF JULY, 1979
AT THE CLARK COUNTY RECORDER'S OFFICE
IN THE CITY OF VICTORIA, V.C.
RECORD NO. 749-51
BY J.P. Tolson
B. Barbara

44358

EXHIBIT "A"

A tract of land in the Northwest quarter of Section 28, Township 2 North, Range 5 East of the W.M., described as follows:

Beginning at the North quarter corner of said Section 28, thence South 00° 26' 45" East along the centerline of said Section, a distance of 247.50 feet; thence South 50° 20' .77" West, a distance of 1,602.02 feet; thence South 56° 59' 31" East, a distance of 343.18 feet to the true point of beginning of this description; thence North 38° 32' 46" East, a distance of 460.30 feet; thence North 74° 12' 35" East, a distance of 300.77 feet to a point on the westerly line of the cul-de-sac; thence in a southeasterly direction along the westerly line of the cul-de-sac, a distance of 58.31 feet; thence South 34° 51' 44" West 761.80 feet; thence South 89° 38' 10" West, a distance of 182.49 feet; thence North 00° 00' 03" East 220.37 feet to the true point of beginning.

Also known as Lot 3 of the Kent Short Plat, recorded April 27, 1979, in Book 2 of Short Plats, page 102, Auditor's File No. 88432, records of Skamania County, Washington.

RESERVING unto the Sellers, their heirs and assigns, the right of ingress, egress and utilities, over and across Sievers Road, a private road;

GRANTING to the Purchasers, their heirs and assigns, the right of ingress, egress and utilities, in common with others, to the cul-de-sac, and over and across Sievers Road, a private road and connecting with LaBarre Road.