



SAFECO

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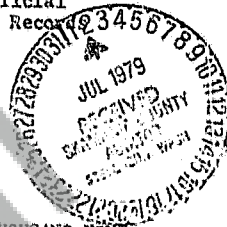
REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of June, 1979,
between FRANK W. GOEPEL and LOUISE A. GOEPEL, husband and wife,

hereinafter called the "seller," and GEORGE A. GRUBER and NANCY B. GRUBER, 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 the appurtenances, in Skamania County, State of Washington:

A strip of land 6 1/2 feet in width off the north side of Lot 19, and all of
Lot 20, in Block Six of the TOWN OF STEVENSON according to the official
plat thereof on file and of record at page 11 of Book A of Plats, Record
of Skamania County, Washington.



The terms and conditions of this contract are as follows: The purchase price is SIXTY-SEVEN THOUSAND FIVE
HUNDRED and NO/100 ----- (\$ 67,500.00) Dollars, of which
SIX HUNDRED and NO/100 ----- (\$ 600.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the remaining balance of the purchase price in the sum of
Sixty-Six Thousand Nine Hundred and No/100 (\$66,900.00) Dollars in monthly installments
of Six Hundred Seventy-Eight and 57/100 (\$678.57) Dollars, or more, commencing on the
10th day of July, 1979, and on the 10th day of each and every month thereafter until
the full amount of the purchase price together with interest shall have been paid. The
unpaid purchase price shall bear interest at the rate of nine per-cent (9%) per annum;
and said monthly installments shall include interest and shall be applied first to in-
terest and then to principal. Purchasers agree to pay no more of the purchase price
than the sum of Five Thousand and No/100 (\$5,000.00) Dollars prior to January 1, 1981.
Should purchasers elect after January 1, 1981, to pay all of the remaining balance of
the unpaid purchase price, they agree to do so by paying said balance in two (2) equal
installments, the second of which will become due and payable on January 1st of the
calendar year following such election.

All payments to be made hereunder shall be made at Columbia Gorge Bank, Stevenson, Washington 99643,
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be June 1, 1979.

(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 pay-
ment of any mortgage, deed of trust, 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 windstorms in a company accept-
able to the seller and for the seller's benefit, as this 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 agree-
ment 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 here-
after 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, and

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.

(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:

- (a) General taxes payable in 1979 which shall be pro-rated between the parties as of June 1, 1979; and
- (b) Purchasers take title to said premises in its present condition with with respect to existing improvements and the adjacent sidewalks.

(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 amount 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 at 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.

STATE OF WASHINGTON,

County of SKAGHANIA

ss.

On this day personally appeared before me FRANK W. GREFFL and LOUISE A. GREFFL, his wife,
to me known to be the individuals described in and 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 2 day of July 1979

Lillian M. Nielsen
Notary Public in and for the State of Washington
residing at Stevenson therein.

WHEN RECORDED, RETURN TO

THIS SPACE RESERVED FOR RECORDER'S USE

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

REGISTERED ☒
INDEXED ☒
CORRECTED ☒
RECORDED ☒
COMPARED ☒
11 ED

6828

NAME

TRANSACTION EXCISE TAX

ADDRESS

CITY AND STATE

Amount Paid \$ 6.75 00

Skagania County Treasurer
By Lillian M. Nielsen

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY State Title Co. OF Stevenson, Wa. AT 11:30 AM, July 2, 1979 WAS RECORDED IN BOOK 76 AT PAGE 747 RECORD OF SKAGANIA COUNTY, WASH.
Lillian M. Nielsen
COUNTY CLERK