88280

REAL ESTATE CONTRACT (FORM A1604)

This CONTRACT, made and entered into this 15th day of June, 1979

between Todd V. Kent & LaVeld T. Kent, husband & wife

hereinafter called the "seller," and Robert S. Boyle & Rosa T. Boyle, husband & 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 Sherman County, County, State of Washington

Regt. Short Plat Parcel Number 2 recorded Book 2 Page 102

Jul 1979

RECORDED

INDEXED

DIRECTORY

ABSTRACTED

COMPARED

MAILED

Indexed and conditions of the contract and as follows: The purchase price is Fourteen Thousand Nine Hundred Fifty Dollars ($ 14,950.00) Dollars, of which Three Thousand Seven Hundred Thirty Seven Dollars ($ 3737.00) Dollars is the amount which has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Fifty Dollars ($ 150.00) Dollars, or more at purchaser's option, on or before the 15th day of July 19 79 , and One Hundred Fifty Dollars ($ 150.00) Dollars, or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the whole 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 percent per annum from the 15th 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 or at such other place as the seller may direct in writing.

Todd V. Kent
2081 Ironwood Blvd.
Oregon City, Oregon 97045

No. 68280

TRANSACTION EXCISE TAX

JUL 5 1979

Amount Paid $ 7.50

Sherman County Treasurer

by Beverly J. Hawkins, Dep.

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 the 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 the 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 the seller placed thereon, and of any decline in the value of said real estate or any part thereof for public use, and agrees that no such decline, destruction nor the taking of title or possession thereof by condemnation shall relieve the purchaser from any obligation under this contract, but in case of any such taking, destruction or decline in value, the seller shall be entitled to receive and retain the entire proceeds of any award made for such taking, or of any insurance payable by reason of such destruction, to the extent of the unpaid principal balance of the purchase price and any delinquent interest thereon, together with reasonable attorney's fees incurred by the seller in collecting the same, and the purchaser shall be entitled to receive any surplus. In case only a part of said real estate is taken, the proceeds of such taking shall be applied in payment of the last installments of the purchase price to become due hereunder, and the purchaser shall not be relieved from the obligation to pay the remainder of the purchase price in accordance with the terms hereof. The seller agrees to allow the purchaser to complete at a reduced price any contemplated construction of buildings on said real estate remaining unfinished at the time of such taking, to extend damages or destruction from such cause, and to make such repairs, alterations or improvements as may be necessary for the completion of such improvements within a reasonable time, unless purchaser elects to take said proceeds and apply them on the unpaid balance of the purchase price hereunder.

(5) The seller warrants that the improvements now on said real estate do not encroach upon any easement or building setback line affecting said real estate, except

(6) Time is of the essence hereof, and if the purchaser shall fail to make any payment or perform any agreement herein contained within thirty days after the same becomes due or is to be performed, the seller may elect to declare a forfeiture of this contract for such default, and upon the filing of such election and declaration of forfeiture with the auditor of the county in which said real estate is situated, all rights of the purchaser hereunder shall cease and determine, and all payments made hereunder and all improvements made upon said real estate shall belong to the seller as liquidated damages for the use of said real estate and for the purchaser's default, and the seller shall have the right immediately to enter upon said real estate and remove the purchaser therefrom by summary proceedings or otherwise. The seller shall also have the right to recover from the purchaser any delinquent interest or principal payments then unpaid, together with reasonable attorney's fees and costs incurred in any suit or action instituted by the seller to enforce any of the provisions of this contract, or to recover possession of said real estate, or to quiet title thereto, or for any other relief in connection with this contract. Any costs and reasonable attorney's fees incurred by the seller in any such suit or action shall be added to the balance of the purchase price and shall be secured hereby and shall be allowed and included as a part of any judgment entered in any such suit or action. Any costs and reasonable attorney's fees incurred by the seller in any bankruptcy, receivership or other proceeding in which the vendee's interest under this contract is involved shall be deemed to be reasonably necessary to the preservation of the seller's rights hereunder and shall be secured hereby. Any costs and reasonable attorney's fees incurred by the seller in any proceeding under the nonclaim statute of the probate code of the state of Washington, or in any action to establish the seller's title to or interest in said real estate, or any part thereof, whether commenced before or after default, shall be allowed to the seller and shall be secured hereby. Any costs and reasonable attorney's fees incurred by the seller in defending any action or proceeding commenced by the purchaser or any assignee of the purchaser involving this contract or said real estate, and any costs and reasonable attorney's fees incurred by the seller in any action commenced by the seller to protect the security hereof, shall be so much additional money secured hereby and shall be immediately due and payable by the purchaser without notice.

(7) Todd V. Kent & LaVeld T. Kent agrees to deliver to the purchaser a policy of title insurance in standard form, of a responsible title company, issued by CAPTION 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 encumbrances other than the following:

a. Printed exceptions and terms appearing in said policy form;

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

c. Any existing roads and rights of way over, upon or across said real estate, and any mortgage or other obligation, which seller by the terms of this contract agrees to pay or discharge as in paragraph 6 of this contract provided, or which the deferred interest under seller's title

(8) If record title to said real estate or to any part thereof is now in the name of any person, firm or corporation other than the seller, or if the seller has executed any contract of sale, lease or option with respect to said real estate, or any part thereof, which is now in force and effect, the seller shall furnish to the purchaser, at the time of delivery of the deed, a release or releases executed by such person, firm or corporation releasing all right, title and interest in and to said real estate, or any part thereof, subject only to the rights of the purchaser under this contract.

Unofficial copy

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(7) Seller covenants to execute and deliver to purchaser, upon full payment of the purchase price and interest in the manner above specified, its deed to said real estate, excepting any part thereof heretofore 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:

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 remain in 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 shall pay all utilities, installation or connection 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 all without any further notice or demand. Failure by the seller on 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 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.

Ted W. Kent (SEAL)

Lavelle E. Kent (SEAL)

Robert E Boyle (SEAL)

Lois M. Boyle (SEAL)

STATE OF Washington,
County of Clarkamas } ss.

On this day personally appeared before me TED W. & LAVELLE 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 as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29 day of JUNE 1979

Romaine L. Harding
Notary Public in and for the State of Washington OREGON
residing at West Linn
My Commission expires July 16, 1982

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF SKAMANIA } ss.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED FOR RECORD AT THE REQUEST OF Safeco Title Co. AT Stevenson, Wa. AT 11:52 A. M. July 2, 1979 AND RECORDED IN BOOK 76 OF Deeds AT PAGE 270-70 RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

BY Deputy

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