



88953

REAL ESTATE CONTRACT (FORM A-1164)

SAFECO SK11532 2-6-82-300

This CONTRACT, made and entered into this 6th day of July, 1979

between RODNEY M. PETERSON, a single man hereinafter called the "seller," and GEROGE P. SMERAGLIO and DEBRA L. SMERAGLIO, 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 tract of land situated in Section 32, Township 2 North, Range 6 East of the Willamette Meridian described as follows: The Southeast quarter of the Northwest quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian.

TOGETHER WITH EASEMENTS AS SHOWN ON ATTACHED SHEET. SUBJECT TO: Terms, Provision and conditions of contract of sale recorded under Auditor's File No. 73152, and assigned under Auditor's File No. 74334; Terms, provisions and conditions of contract of sale recorded under Auditor's File No. 78928 and Vendor's interest assigned under Auditor's File No. 78959, Vendee's interest assigned under Auditor's File No. 88952 the seller agrees to continue to pay according to the terms and conditions and in accordance with Paragraph 6 below; Easement for a pipeline for natural gas, oil recorded January 11, 1956 and recorded at page 186 of book 42 of...

The terms and conditions of this contract are as follows: The purchase price is FIFTEEN THOUSAND AND NO/100ths Five Thousand and no/100ths \$5,000.00 Dollars, of which One Hundred Twenty Nine and 40/100ths \$129.40 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

in cash at purchaser's option, on or before the 13th day of August 1979 One Hundred Twenty Nine and 40/100ths \$129.40 Dollars. On or before the 13th day of each succeeding calendar month until the entire purchase price shall have been fully paid. The purchaser further agrees to pay interest on the remaining balance of said purchase price of the rate of 9 1/2 per cent per annum from the 13th day of July 1979.

Rodney Peterson P.O. Box 429 Woodland, Wa. 98674

On or before February 1, 1981 Seller agrees to grant a partial fulfillment deed to two and one-half (2 1/2) acres of purchaser's choice.

6852 No. 6852 Partial Payment EXCISE TAX Amount Paid \$150.00

July 13, 1979

- 1. The purchaser agrees to pay before closing all taxes and assessments that may be levied on the real estate... 2. The purchaser agrees to keep the buildings now and hereafter placed on said real estate insured... 3. The purchaser agrees that full installation of said real estate has been made and that neither the seller nor his assigns shall be held to any responsibility for reconstruction of any improvements thereon... 4. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate... 5. The seller shall deliver, or agree to deliver within 10 days of the date of closing, a purchaser's policy of fire insurance... 6. The seller shall deliver, or agree to deliver within 10 days of the date of closing, a purchaser's policy of fire insurance... 7. Any existing contracts or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller has entered into to pay, shall be paid for the purpose of this paragraph... 8. If seller is in default of any existing contract or mortgage under which seller is purchasing said real estate, or any obligation 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 remove the default, and any payments so made shall be applied to the appropriate and first due of the seller's obligation.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to

purholder a statutory warranty deed in and to said estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing hereof and any other than the seller, and subject to the following

Fulfillment

1. An easement for a pipeline for the transportation of natural gas, oil and the products thereof, recorded at page 186 of Book 42 of Deeds, records of Skamania County; An Easement 60 feet in width for road and utility purposes over existing gravel road across property and connecting with Duncan Creek Road as disclosed by contract in Book 68 at page 577; An Easement for electric power transmission lines.

(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 for or 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 the 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 the right to 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 sum 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 or decree entered in any judgment or decree entered in such suit, 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, when same 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.

Rodney M. Peterson (SOLD)
Rodney M. Peterson

George P. Smeraglio (SELLER)
George P. Smeraglio

Debra L. Smeraglio (SELLER)
Debra L. Smeraglio

STATE OF WASHINGTON
County of Clark

Rodney M. Peterson, George P. Smeraglio and

On this day personally appeared before me
Debra L. Smeraglio

to me known to be the individual 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 11th day of

July, 1979
Hilma G. Doane
Notary Public in and for the State of Washington
Vancouver

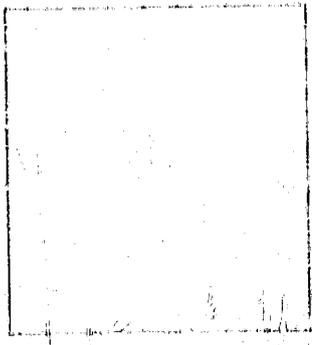


SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

THIS SPACE RESERVED FOR RECORDING OFFICE



*** Continued Subject to:

Need, records of Skamania County, Washington: An easement 50 feet in width for road and utility purposes over existing gravel road across above property and connecting with Duncan Creek Road as disclosed by contract in Book 68 at page 577; Easements for electric power transmission lines;

TOGETHER WITH and subject to an easment 60 feet in width for road and utility purposes over existing gravel road across above property and connecting with Duncan Creek Road.

TOGETHER WITH an egress for ingress, egress and utilities over, under and across the existing private road from Archer Mt. Road that goes through the northerly portion of said Northwest quarter of the Northeast quarter to said premises.

88953

RECEIVED
 THE COUNTY CLERK
 OF SKAMANIA COUNTY
 WASHINGTON
 ALFA CO. TRUST CO.
 3155 P. July 13 79
 Deeds
 J. J. [unclear]
 J. J. [unclear]

Unofficial Copy