



88953

REAL ESTATE CONTRACT
(FORM A-1164)

BOOK 76 PAGE 819

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. SNEPAGLIO, 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 cash paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Twenty Nine and 40/100ths ----- \$129.40 Dollars,

or more at purchaser's option, on or before the **13th** day of **August** 1979

and **One Hundred Twenty Nine and 40/100ths** ----- \$129.40 Dollars,

or more at purchaser's option, on or before the **13th** 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 remaining balance of said purchase price of the rate of **9 1/2** per cent per annum from the **13th** day of **July** 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 or at such other place as the seller may direct in writing.

Rodney Peterson
P.O. Box 419
Woodland, Wa. 98674

6852

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.

NO HPS
TRANSACTION EXCISE TAX

Amount Paid \$ 150.00

As witness to all of the above, "date of closing" shall be **July 13, 1979**

1. The purchaser has read and agreed to pay before closing, once all taxes and assessments that may be levied on the real estate, and the seller has agreed to pay the interest on the balance of the purchase price subject to, any taxes or assessments now or hereafter levied on said real estate, the purchaser agrees to pay the same before closing.

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 extent of such value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, with 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 responsibility for the condition of any improvements thereon nor shall the purchaser or either of the assigns of either be held to any responsibility for alterations, improvements or repairs unless the covenant or agreement thereon is contained herein or is in writing and acknowledged at a later date of this 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 in 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 taking of compensation. 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 in payment of the purchase price. 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 damaged or destroyed 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 the purchaser elects that any proceeds shall be paid to the seller for application on the purchase price.

5. The seller has delivered, or agreed 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. The unknown encumbrances appearing in said policy form;

b. Taxes or assessments which by the terms of this contract the purchaser is to assume, or a lien in which the conveyance hereunder is to be made subject to;

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed a defect 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 purchasing 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 payments necessary to remove the default, and any payments so made shall be applied to the appropriate and following the seller under the contract.

Transmitted in compliance with County Sub division ordinance Skamania County Recorder, Wa.

(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
part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any means other
than the seller, and subject to the following:

Fulfillment

deed to said real estate, excepting any

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 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 a 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 shall be improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to evict 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 shall be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at 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 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 rendered, 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 cost 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
Rodney M. Peterson (SELLER)

George P. Smeraglio
George P. Smeraglio (SELLER)

Debra L. Smeraglio
Debra L. Smeraglio (SELLER)

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

SAFECO

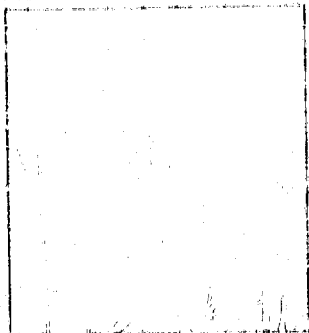
Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDING USE



*** Continued Subject to:

Deed, 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

THE STATE OF WASHINGTON
COUNTY OF SKAMANIA

BEFORE ME, the undersigned authority, on this day personally appeared

Alfred E. T. [illegible] Co.

Attorney-in-Fact,

3/15/79

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Deeds

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