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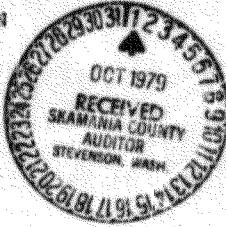
REAL ESTATE CONTRACT
(FORM A-1964)

THE CONTRACT, made and entered into this **1st** day of **October, 1979**,
 between **DAVID M. ROSETA and NORMA L. ROSETA, husband and wife**
 hereinafter called the "seller," and **JOSEPH JAMES KASPAR and LORRAINE VIRGINIA KASPAR,**
 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:

SEE ATTACHED LEGAL DESCRIPTION

7068



TRANSACTION EXCISE TAX

Amount \$ 300.00

Stevenson County Treasurer

Baloney, I hereby do,

The terms and conditions of this contract are as follows: The purchase price is **Thirty Thousand and No/100**

\$ 30,000.00 Dollars, of which

Five Thousand Five Hundred and no/100 ----- \$ 5,500.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two hundred fifty and no/100 ----- is 250.00 Dollars.

or more at purchaser's option, on or before the **1st** day of **November**, 19 **79**.

Two hundred fifty and no/100 ----- is 250.00 Dollars,

or more at purchaser's option, on or before the **1st** day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser agrees to pay interest on the diminishing balance of said purchase price at the rate of **9 1/2%** per cent per annum from the **1st** day of **October**, 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 **Riverview Savings Association**, **Stevenson, Wa. 98648**.

It is agreed between the Seller and the Purchaser that the entire purchase price, together with accrued interest, shall be paid in full by a balloon payment on or before October 1, 1980.

October 1st, 1979

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 tax bills against seller's residence, hereinafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any such assessments or taxes or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter levied against said residence, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep this 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 acceptable to the seller and to the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and certificates thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that whether the seller has full property rights to said real estate respecting the condition of any improvements thereon nor shall the purchaser or either of the agents of either the buyer or seller make any statement or representations, or warranties, or repairs unless the covenant or agreement referred to in this paragraph is specifically attached to and made a part of the contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter to be erected thereon and of the taking of said real estate or any part thereof for public use, and agrees that such damage, destruction or taking shall constitute a cause of consideration, to cause any part of said real estate to be taken for public use, the portion of the compensation herein mentioned after payment of reasonable expenses of procuring the same shall be paid to the seller and unpaid as payment on the purchase price. Seller agrees to let the seller to allow the purchaser, to apply all or a portion of such compensation toward 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. Residuals of such improvements within a reasonable time, unless purchase, effects that said proceeds shall be paid to the other for application on the purchase price.)

(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 thereto, 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. Standard general exceptions appearing in said policy form;

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; and

c. Any existing contracts 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 defects in seller's title.

(6) If seller's title to said real estate is subject to any existing contracts 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 amounts next following due the seller under this contract.

(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 person other than the seller, and subject to the following:

SUBJECT TO easements and rights-of-way for County Roads known and designated as Lucas Street and Second Guide Meridian Road.

(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 the 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 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 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 of 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.

David M. Roseta *Norma L. Roseta* (SEAL)

DAVID M. ROSETA

Joseph James Kasper *Lorraine Virginia Kasper* (SEAL)

JOSEPH JAMES KASPAR
LORRAINE VIRGINIA KASPAR

STATE OF WASHINGTON.

County of

On this day personally appeared before me, *Notary Public in and for the State of Washington*,
to me known to be the individual(s) above named and who executed the within and foregoing instrument, and acknowledged that

they signed the same in their free and voluntary act and deed,
for the uses and purposes therein intended.

GIVEN under my hand and affixed seal this 1st day of

August 1979

Notary Public in and for the State of Washington

residing at



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

--

NAME

Address

CITY AND STATE

ZIP CODE

Real Estate Contract
Roseta to Kaspar
Legal Description

A tract of land located in the HICHL SHEPARD DONATION LAND CLAIM in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, and consisting in part of a portion of Lot 14 of STEVENSON PARK ADDITION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, more particularly described as follows:

Beginning at a point on the north line of the SHEPARD D.L.C. east 136.3 feet from the Northwest corner of Lot 14 aforesaid; thence south 129.74 feet to the Northerly right-of-way line of a county road known and designated as Lucas Street; thence east 122.93 feet, more or less, following the Northerly line of said road to intersection with the Second Grid Meridian East; thence south along said meridian to intersection with the Northerly right-of-way line of the county road known and designated as Strawberry Road; thence in a Northerly direction following the Northerly right-of-way line of said Strawberry Road to intersection with the north line of the SHEPARD D.L.C.; thence west following the Northerly line of said SHEPARD D.L.C., and crossing the Second Grid Meridian East to the point of beginning.

89608

STATE OF WASHINGTON
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
John E. Johnson
OF
AT 2:15 P.M. ON July 1, 19
WAS RECEIVED IN BOOK 77
OF Landers AT PAGE 242
RECORDS OF SKAMANIA COUNTY, WASH.
John E. Johnson
COUNTY CLERK
John E. Johnson

REGISTERED
INDEXED: <input checked="" type="checkbox"/>
INDIRECT: <input checked="" type="checkbox"/>
RECORDED: <input checked="" type="checkbox"/>
COMPARED
MARSH