SAFECO

89679

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 77 PAGE 328

S-11656
3-7-25-D-900

THIS CONTRACT, made and entered into this 2nd day of October, 1979

between MILDRED E. STEVENSON, a widow,

hereinafter called the "seller," and EDWARD M. HARPER and CHERYLE L. HARPER, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

No. 7099

TRANSACTION EXCISE TAX

OCT 5 1979

Amount Paid $150.00

Skamania County Treasurer

By Beverly Shelley Dep

The following are terms of the contract are as follows: The purchase price is

FIFTEEN THOUSAND AND NO/100---------- ($15,000.00) Dollars, of which

ONE THOUSAND FIVE HUNDRED AND NO/100---------- ($1,500.00) 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---------- ($250.00) Dollars, or more at purchaser's option, on or before the 3rd day of November, 1979,

and TWO HUNDRED FIFTY AND NO/100---------- ($250.00) Dollars, or more at purchaser's option, on or before the 3rd day of each succeeding calendar months until the balance 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 nine (9) per cent per annum from the 3rd day of October, 1979, such 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 Stevenson, Washington or at such other place as the seller may hereafter in writing designate.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, by September 1, 1985.

October 3, 1979

As referred to in this contract, "date of this contract" shall be the date first above written.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be or become a lien on said real estate and all of the items of which the purchaser has assumed payment of or agreed to pay under any other encumbrance, or that any other payment of or agreed to, part are subject to, any taxes or assessments levied subsequent to the date of this contract, 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 or hereafter erected on said real estate continuously insured against loss or damage by fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, in an amount not less than the actual cash value thereof or the unpaid balance of the purchase price, whichever is the lesser, 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 the agent of either has made any representation or agreement for alterations, improvements or repairs unless the covenant or agreement relating thereto is contained herein or in a writing signed by the seller 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, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction, taking or use shall constitute a failure of consideration, in case any part of said real estate is taken for public use, the parties hereto agree that the proceeds arising from the payment of reasonable expenses of procuring the same shall be paid to the seller and applied on account of the purchase price; provided that the payment of reasonable expenses of procuring the award of such consideration shall be first ascertained by agreement between the parties hereto or, in the event they are unable to agree, by the decision of three disinterested persons, two of whom shall be appointed by the seller and the purchaser, respectively, and the third by the two so appointed, and the decision of any two of them shall be binding upon the parties hereto; and the purchaser shall be entitled to receive the balance of such proceeds, if any, after the payment of the purchase price and the reasonable expenses of procuring the award. In case of damage to said property by such taking, the purchaser shall be entitled to the proceeds of such condemnation award to the extent necessary to restore the same to as good condition as existed prior to such taking, unless the purchaser elects that said proceeds shall be paid to the seller in reduction of the purchase price.

(5) The seller has delivered, or agrees to deliver to the purchaser within 15 days of the date of closing, a commitment for a standard form of title insurance issued by SAFECO Title Insurance Company, covering the said real estate in an amount not less than the purchase price, showing the title to be in the seller on the date of closing and containing no exceptions other than the following, or

a. Any general exceptions or reservations in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or to which the conveyance is to be made subject; and

c. Any existing contract or contracts under which [illegible] real estate, and any rights of or other claims, not shown by the public records, of persons in possession of the whole or any part of the said real estate, and any unpaid charges for labor or materials furnished to said real estate, which may become liens thereon prior to the date of delivery of the deed hereunder, except those which the purchaser agrees to pay, none of which for the purpose of this paragraph shall be deemed a defect or encumbrance.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which any [illegible] including contract, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof and to cause the same to be kept in good standing. In default of any such payment by seller, purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied on the purchase price, or shall be added to the balance due hereunder, at the option of the purchaser. If purchaser shall exercise the option to add the payments to the balance due hereunder, purchaser shall be entitled to receive interest on such payments at the rate of nine (9) per cent per annum from the date of payment by purchaser until repaid by seller. In the event purchaser shall exercise the option to apply such payments on the purchase price, interest shall not accrue thereon. Upon default by seller in making any payments required by this paragraph

17. The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a statutory warranty **Fulfillment** deed to said real estate, subject only to such matters as appear of record herein or herein above set forth, and to those hereafter taking from or through the seller, free of encumbrances created only that may arise after date of closing through acts of the purchaser other than the seller, and subject to the following:

NONE

(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 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 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 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.

x Mildred E. Stevenson (SEAL)
Mildred E. Stevenson

x Edward M. Harper (SEAL)
Edward M. Harper

x Cheryle L. Harper (SEAL)
Cheryle L. Harper

(SEAL)

STATE OF WASHINGTON,
County of Skamania } ss.

On this day personally appeared before me Mildred E. Stevenson

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of October, 1979.

Notary Public in and for the State of Washington
residing at STEVENSON, WASHINGTON

STATE OF WASHINGTON
COUNTY OF SKAMANIA } ss.
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY Lewis-Clark Title Co.
OF Stevenson, Wa.
AT 1:00 P.M. Oct 25 1979
WAS RECORDED IN BOOK 77
OF Deeds AT PAGE 329-330
RECORDS OF SKAMANIA COUNTY, WASH
E. P. Todd
COUNTY AUDITOR
BY B. Babcock

RECEIVED
OCT 24 1979
STATE OF WASH.
DEPT. OF REVENUE

REGISTERED
INDEXED: DIR
INDIRECT:
RECORDED:
COMPARED
MAILED

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of & Please return to:

NAME Mildred E. Stevenson

ADDRESS Rose Mobile Home Park #18

CITY AND STATE Carson, WA

Unofficial Copy

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID SECTION 25, THENCE SOUTH 89° 13' 40" WEST 1,557.33 FEET; THENCE NORTH 06° 50' WEST 647.78 FEET; THENCE NORTH 26° 33' WEST 383.6 FEET; THENCE NORTH 59° 47' WEST 275 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE SOUTH 15° 40' WEST 207.5 FEET; THENCE NORTH 84° 59' WEST ALONG THE BOTTOM OF A CERTAIN CREEK 85.28 FEET; THENCE NORTH 82° 01' WEST ALONG SAID CREEK BOTTOM 206.7 FEET; THENCE NORTH 36° 28' WEST ALONG SAID CREEK BOTTOM 119.8 FEET; THENCE NORTH 36° 07' EAST 90.57 FEET TO INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE COUNTY ROAD KNOWN AND DESIGNATED AS KANAKA CREEK ROAD; THENCE IN A SOUTHEASTERLY DIRECTION FOLLOWING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 345 FEET, MORE OR LESS, TO THE INITIAL POINT.

Mildred E. Stevenson

89679

Cheryle L. Harper
Edw. M. Harper

BOOK 77 PAGE 330

Unofficial Copy