



59794

**REAL ESTATE CONTRACT
(FORM A 1964)**

BOOK 77 PAGE 425

SAFECO

THIS CONTRACT, made and entered into this 10th day of October, 1979
 between STUART H. MILNE and DONNA M. MILNE, husband and wife,
 hereinafter called the "seller," and
 KENITH J. ANDERSON and SHERRI L. ANDERSON,
 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 location being, in Skamania County, State of Washington:

The East 37 1/2 feet of Lots 1 and 9 of Block Four of JOHNSON'S ADDITION TO THE TOWN OF STEVENSON, according to the official plat thereof on file and of record in the office of the recording officer of Skamania County, Washington; ALSO, a strip of land 25 feet in width and 200 feet in length lying east and adjacent to the above described portions of Lots 1 and 9 of Block Four; AND TOGETHER WITH an easement and right of way for a roadway 12 1/2 feet in width over and across the east 31 feet of the North 12 1/2 feet of Lots 2 and 3 and the West 12 1/2 feet of Lot 1, Block 4 of JOHNSON'S ADDITION TO THE TOWN OF STEVENSON aforesaid as more particularly described in Deed dated June 29, 1958, at page 80 of Book 45 of Deeds, records of Skamania County, Washington.

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

Ten Thousand and no/100 \$10,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two hundred Sixty-four and 31/100 \$ 264.31 1 Dollars,

or more at purchaser's option, or, or before the 19th day of November 1979

and Two hundred Sixty-four and 31/100 \$ 264.31 1 Dollars

or more at purchaser's option, on or before the 19th 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 diminishing balance of said purchase price at the rate of 103 per cent per annum from the 19th day of October 1979,

All payments to be made hereunder shall be made at
 or such other place as the seller may direct in writing.

P.O. Box 252,
 Oakville, Wa. 98568

2135

No. 107123456789
TRANSACTION EXCISE TAX

Oct 19 1979
 Amount Paid \$ 300.00

Skamania County Treasurer
 By L. Miller, Clerk

As referred to in this contract, "date of closing" shall mean

October 19, 1979.

(1) The purchaser covenants and agrees to pay before closing, in full, all taxes and assessments that may be between January and granted heretofore to the seller on said real estate, due by the time of closing unless the purchaser has obtained payment of any mortgage, contract or other encumbrance, or has obtained payment or his appeal to the Board of Adjustment, to pay taxes or assessments now or hereon on said real estate, the purchaser agrees to pay the same but in full.

(2) The purchaser agrees, and if the case so requires, to cause the buildings now and hereafter placed on said real estate, owned to the actual cash value thereof, against loss or damage, by such fire and wind-torn or a company acceptable to the seller and for the seller's benefit, or his interest may suffer, and to make all reasonable repairs and to deliver all title, and removals thereof to the seller.

(3) The purchaser agrees that if improvements are made on or to his property and in addition the seller has his share shall hold to any covenant respecting the condition of any improvements thereon. All the parts, labor or skill of either shall be held to any covenant or agreement for alterations, improvements, or otherwise after the execution of agreement, referred to it contained herein or is in writing and attached to and made a part of the contract.

(4) The purchaser covenants to pay to the seller in addition to any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or new purchased for resale, and agrees that death, damage, destruction or taking shall constitute a cause of condemnation. In case the cost of said real estate is \$100.00 higher for insurance, by virtue of the condemnation award remaining after payment of reasonable expenses of removing the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of said condemnation award to the building or restoration of any improvements damaged by such taking. In case of damage or damage by fire or other hazard against, the proceeds of such insurance remaining after payment of the reasonable expense of removing the same shall be applied to the restoration or rebuilding of such improvements within a reasonable time unless purchased elsewhere, then said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver, within 15 days of the date of closing, a particular's policy of life insurance in standard form, or a guaranteed insurable, issued by SARLCY Life Insurance Company, insuring the purchaser to the full amount of said purchase price, or his spouse, or issue, or issue of his wife, for the period of 10 years from the date of closing, and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Lives of insurancemakers which, by the terms of this contract, the purchaser is to assume, and to which the homestead hereunder is to be made subject; and

c. Any existing contract or contract under which seller is purchasing said real estate, and any and/or other obligation, which seller by his contract agrees to pay, hereof, or the release of this particular, (S) shall be deemed date, in seller's title.

(6) Seller's title to said real estate is subject to enforcement of contracts or obligations under which seller is purchasing said real estate, or of any lease or other obligation which seller is to pay, seller agrees to make early payment in accordance with the terms thereof, old taxes, delinquent taxes, which shall give the right to make any payments necessary to remove the default, and any payment to make shall be applied to the payment of next maturity due the seller under the contract.

(7) The seller agrees, upon receiving full payment of the purchase price and in addition to money above specified, to execute and deliver to purchaser a quitclaim warranty. Fulfillment of Deed, dated in 1972 real estate, excepting any part thereto, if any, which after date of closing through any person other than the seller and subject to the following:

SUBJECT TO the terms and conditions and provisions of Contract of Sale dated May 17, 1969 and recorded September 15, 1972 in Book 61 of Deeds, page 463-4, Auditor's File No. 75243, records of Skamania County, Washington. Seller: Henry E. Rogers and Alta Rogers, husband and wife; Purchaser: Keith N. Wright and Gloria M. Wright, husband and wife;

Vendee's interest assigned to Stuart H. Milne and Donna Milne, husband and wife, under instrument dated April 10, 1978 and recorded May 3, 1978 in Book 74 at page 708 under Auditor's File No. 86255, records of Skamania County, Washington.

(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 to maintain insurance as herein required, the seller may make such payment or offset 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 full repayment, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights 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 should 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 be addressed as follows to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any amount 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.

Stuart H. Milne
STUART H. MILNE

(SEAL)

Donna Milne
DONNA MILNE

(SEAL)

Keith J. Anderson
KEITH J. ANDERSON

(SEAL)

Sherril N. Anderson
SHERRIL N. ANDERSON

(SEAL)

STATE OF WASHINGTON.

County of Skamania

On this day personally appeared before me *Stuart H. Milne and Donna Milne*

to be 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 true and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of

October, 1979.

Robert G. Pfeifer
Court Publican for the State of Washington
residing at *1224 2nd Avenue*

STATE OF WASHINGTON
THE ATTORNEY GENERAL'S RECORDS USE

I HEREBY CERTIFY THAT THE INSTRUMENT

INSTRUMENT OF WRITING, PLEA OR

DEED, IS A COPY OF THE ORIGINAL

AND RECORDING IN BOOK 77

OF 1000, AT PAGE 336,

RECORDS OF SKAMANIA COUNTY, WASHINGTON.



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

| |
|------------|
| REGISTERED |
| SEARCHED |
| INDEXED |
| COPIED |
| STAMPED |
| FILED |

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| AND RECORDING IN BOOK 77 |
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