



83803

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 77 PAGE 42

SK11711
1-5-5-6000

THIS CONTRACT was entered into this 19 day of October, 1979
between DWAYNE C. JORGENSEN, who took title as
hereinafter called the "seller," and BRADLEY J. LONDON and TERRI A. LONDON, 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.

7137



No. TRANSACTION EXCISE T
OCT 22 1979
Amount Paid \$215.00
Skamania County Treasurer
C. A. Venable

The conditions of this contract are as follows: The purchase price is
TWENTY-THREE THOUSAND FIVE HUNDRED AND NO/100----- \$23,500.00 1 Dollars, of which
THREE THOUSAND AND NO/100----- \$3,000.00 1 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
TWO HUNDRED AND NO/100----- \$200.00 1 Dollars,
or more at purchaser's option, on or before the 22 day of November 19 79
and TWO HUNDRED AND NO/100----- \$200.00 1 Dollars,
or more at purchaser's option, on or before the 22 day of each succeeding month until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the deferred balance of said purchase price at the

rate of ten (10) per cent per annum from the 22 day of each month until the balance of said purchase price shall have been fully paid, which interest shall be deducted from each installment payment and the balance of each payment shall be applied to the principal.

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

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, within Three (3) years from date of closing.

It is a further condition of this agreement that Seller will give to Purchaser, a deed release to one-half (1/2) subject property when principal balance is reduced to ELEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$11,000.00) Dollars.

As referred to in this contract, "date of closing" shall be October 22, 1979

- The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against and become a lien on said real estate, and it by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter erected and real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller, and to pay all premiums therefor and to deliver all policies and renewals to the seller.
- The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor the purchaser shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser be held to any covenant or agreement for alterations, repairs, improvements or repairs unless the covenant or agreement is in writing and attached to and made a part of this contract.
- The purchaser assumes all hazards of damage to or destruction of any improvements now on and real estate hereafter placed thereon, and of the falling of said real estate or any part thereof for public use, and agrees that no such damage, destruction or falling shall constitute a basis of consideration. In case any part of said real estate is taken for public use, the portion of the consideration award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser to apply all or a portion of such consideration award in 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 or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.
- 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 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:
 - Printed general exceptions appearing in said policy form.
 - Lien 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
 - Any known or contract or contracts under which seller is purchasing said real estate, and any lien type 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.
- If seller fails 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 payments due, falling due the seller under this contract.

17) 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 deed to said real estate, excepting any 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

Fulfillment

1. This property is restricted to residential usage only and commercial usage prohibited. 2. Easement and right-of-way recorded June 4, 1912, at page 594 of Book "N" of Deeds, 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 building 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 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 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 herein have executed this instrument as of the date first written above.

x *Dwayne G. Jorgenson*
Dwayne G. Jorgenson (SEAL)

x *Gerri L. Jorgenson*
Gerri L. Jorgenson (SEAL)

Bradley J. London by Richard W. London
Bradley J. London by Richard W. London, his attorney in fact (SEAL)

Terri A. London by Richard W. London
Terri A. London by Richard W. London, her attorney in fact (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared *Dwayne G. Jorgenson* and *Gerri L. Jorgenson* their *husband and wife* and acknowledged that they executed the within and foregoing instrument, and acknowledged that they executed the same for the purposes and consideration therein expressed.

Witness my hand and seal of office this *17* day of *October*, 1979.

Lytle W. Carter
Lytle W. Carter
Notary Public in and for the State of Washington
residing at *Brush Prairie*



SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of & Please return to:

NAME DWAYNE G. JORGENSEN

ADDRESS 7118 N.E. 132nd Avenue

CITY AND STATE Vancouver, WA

REGISTERED
INDEXED: <i>DL</i>
IMAGED
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

INSTRUMENT OF WRITING FILED IN	
<i>Book 77 Page 429</i>	
DATE <i>10-22-1979</i>	
FILED IN BOOK <i>77</i>	
AT PAGE <i>429</i>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>W. W. Carter</i>	
COUNTY CLERK	

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

A PORTION OF THE WEST HALF SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID WEST HALF SOUTHWEST QUARTER, NORTH 00° 46' 52" EAST 1164.82 FEET FROM THE SOUTHWEST CORNER THEREOF:

THENCE SOUTH 89° 13' 08" EAST 300.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 46' 52" EAST PARALLEL WITH SAID WEST LINE OF THE WEST HALF SOUTHWEST QUARTER 2474.91 FEET TO THE NORTH LINE OF SAID WEST HALF SOUTHWEST QUARTER; THENCE SOUTH 89° 18' 09" EAST ALONG SAID NORTH LINE 249.57 FEET; THENCE SOUTH 04° 20' 50" EAST, 1235.44 FEET; THENCE SOUTH 00° 46' 52" WEST PARALLEL WITH THE WEST LINE OF THE SAID WEST HALF SOUTHWEST QUARTER 244.79 FEET; THENCE NORTH 89° 13' 08" WEST 360.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A 60 FOOT EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE BELLE CENTER COUNTY ROAD WHICH POINT IS SOUTH 89° 13' 08" EAST 660.00 FEET FROM THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00° 46' 52" EAST PARALLEL WITH SAID WEST LINE 867.22 FEET; THENCE NORTH 89° 13' 08" WEST 660.00 FEET TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER.

ALSO BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE BELLE CENTER COUNTY ROAD WHICH POINT IS SOUTH 89° 13' 08" EAST 660.00 FEET FROM THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00° 46' 52" EAST PARALLEL WITH SAID WEST LINE 867.22 FEET; TO THE TRUE POINT OF THE BEGINNING; THENCE NORTH 00° 46' 52" EAST 214.79 FEET.

SUBJECT TO:

1. Contract of Sale dated September 12, 1973, recorded April 10, 1979, in Book 76 of Deeds, Page 361, Auditor's File No. 88313, records of Skamania County, Washington, which the seller agrees to pay according to its terms and provisions and in accordance with Paragraph 6 below.
2. This property is restricted to residential usage only and commercial usage prohibited.
3. An easement and right-of-way, recorded June 4, 1912, at page 594 of Book "N" of Deeds, records of Skamania County, Washington.