



SAFECO

89913

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 77

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SK-11742

19-17-4-1501

THIS CONTRACT, made and entered into this 7 day of November 1979

between Edna M. Greer, a Widow;

hereinafter called the "seller," and

Eugene Andrew Carlson, a single man;

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 in the Southeast Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of the Southeast Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian; thence North 30 feet; thence East 30 feet; thence North 1,352.3 feet to the initial point of the tract hereby described; thence East 208.5 feet; thence North 104.25 feet; thence West 208.5 feet; thence South 104.25 feet to the initial point; EXCEPT the West half thereof

1971 Freedom Mobile Home Identification No. F47109D located on above property included in sale.

The terms and conditions of this contract are as follows: The purchase price is Twenty-six Thousand Five Hundred Dollars and no/100----- 26,500.00 Dollars, of which

Six Thousand Dollars and no/100----- 6,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two Hundred Twenty-seven Dollars and no/100----- 227.00 Dollars

or more at purchaser's option, on or before the 1st day of December 1979

and Two Hundred Twenty-seven Dollars and no/100----- 227.00 Dollars

or more at purchaser's option, on or before the 1st day of December 1979, the tax of each succeeding calendar month's interest on the diminishing balance of said purchase price at the rate of 9% per annum, which interest shall be deducted from each subsequent payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at C/O Joseph William Glaze Attorney at Law 1025 S. E. Morrison Portland, Oregon

Purchaser accepts property in as is condition.

Seller has 30 days from date of closing to vacate premises.

Seller to release interest in title to mobile home when contract paid in full.

As reference to the following conditions of sale:

(1) The purchaser has read and agrees to pay before closing all taxes and assessments that are or shall become a lien and charges hereon or thereon, and that the seller, in this contract, the purchaser has agreed to pay all taxes, charges, interest or other indebtedness, or to a substantial amount of it, agreed to pay before closing, and the taxes or assessments, more or less on said real estate, the purchaser agrees to pay the same out of the closing cash.

(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 actual cash value thereof against loss by damage by fire and lightning in a company acceptable to the seller, and for the seller's benefit, which insurance may, at any time, be assigned to the seller for and to deliver all policies and amounts thereon to the seller.

(3) The purchaser agrees that all improvements of and on said real estate now and hereafter placed on said real estate shall be held to the agreement, including the payment of all such improvements, or otherwise, that the purchaser or seller or the assigns of either be held in any case, in or agreement for alterations, improvements or repairs, against the covenant or agreement, called as to or bound hereon or to in writing, and attached to and made part of this contract.

(4) The purchaser agrees in writing, in full payment, or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof, or the taking of any improvements thereon, that the purchaser or seller or the assigns of either be held in any case, in or agreement for alterations, improvements or repairs, against the covenant or agreement, called as to or bound hereon or to in writing, and attached to and made part of this contract.

(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 therefor, issued by SAFECO Title Insurance Company, insuring the purchaser, in the full amount of said real estate price agreed to be paid by the purchaser, in full payment, or destruction of any improvements thereon, that the purchaser or seller or the assigns of either be held in any case, in or agreement for alterations, improvements or repairs, against the covenant or agreement, called as to or bound hereon or to in writing, and attached to and made part of this contract.

a. Printed general acceptance of insurance and policy form.

b. Lien or encumbrance which, by the terms of this contract, the purchaser is to assume, or as to which the interest of the purchaser is to be made subject, and

c. Any existing contract or contracts under which either is purchasing said real estate, and any mortgage or other obligation, which either by this contract agrees to pay, some of which for the purpose of this paragraph (5) shall be deemed defects in title's title.

For it is hereby agreed that 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, under which seller, under said payments in accordance with the terms hereof, and upon which the purchaser shall have the right to make any payments necessary to remove the default, and any payments to be made shall be applied to the payments next following due the seller under this contract.

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

Easement dated October 5, 1968, and recorded July 9, 1973, under Auditor's File no. 76319, in book 65 of Deeds, at page 453, 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 purposes. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services from time to time and 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.

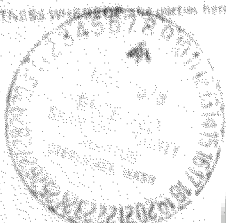
(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's 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 hereunder 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 or 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, include is 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, when being 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.



Edna M. Greer, a widow

seller

(SEAL)

Eugene Andrew Carlson, a single man

Purchaser

(SEAL)

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me

Edna M. Greer, a widow

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that Edna M. Greer, a widow

did so as a voluntary act and deed.

for the uses and purposes therein contained.

GIVEN UNDER MY HAND AND OFFICE, this

day of

November, 1979

Notary Public in and for the State of Washington

Notarized Stevenson

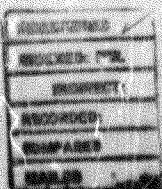
7193
TRANSACTION EXCISE TAX

NOV 9 1979
Amount Paid \$210.00 + \$5.00

Signed: County Deputee
By *Walter J. Carmichael*
SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of



NAME

ADDRESS

CITY AND STATE

THIS IS ONE WASHINGTON RECORDERS USE

COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING WAS BY	
<i>Edna M. Greer</i>	
<i>Eugene Andrew Carlson</i>	
AT 7:35 AM	NOV 9 1979
WAS RECORDED IN BOOK 77	
AT PAGE 536	
OFFICE OF SKAMANIA COUNTY, WASH.	
<i>Walter J. Carmichael</i>	
COUNTY CLERK	