



BOOK 77 PAGE 573

St-11740
2-5-32-C-500

THIS CONTRACT, made and entered into this 13th day of November, 1979

between Daniel A. Dempsey and Harryett A. Dempsey, husband and wife;
hereinafter called the "seller," and James L. Schwartz, 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.



Lots 1 and 35 of WASHOUGAL RIVERSIDE TRACTS, according to the official plat thereof on file and of record at pages 80 and 81 of Book "A" of plats, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is **Twenty-two thousand dollars and**

no/100 ----- 22,000.00 Exports: 15

Seventeen thousand dollar and no/100----- 17,000.00

Five thousand dollars and no/100-----\$ 5,000.00 -----

[illegible][illegible]

\$5,000.00 at 12% for 12 months or less, interest to be paid in full, when balance is paid in full.

Warranty deed to be delivered when contract balance is paid in full.

[illegible]

(1) The purpose, mission, and nature of the Bureau is to identify all laws and agreements that may be in violation of the order and provide information on the same to the relevant authorities. It is not the purpose of the Bureau to identify or investigate any individual, political or religious group, or any other entity, or to conduct any investigation or to provide any information to any other entity, except as may be required by law.

123. The undersigned hereby certifies that the above information is true and correct to the best of his knowledge and belief, and that he is not aware of any information that would cause the above information to be untrue or incorrect. He further certifies that he is not aware of any information that would cause the above information to be untrue or incorrect. He further certifies that he is not aware of any information that would cause the above information to be untrue or incorrect.

[illegible][illegible]

15) The seller has delivered or agrees to deliver, within 15 days of the date of closing, a purchaser's policy of this insurance in standard form, or a commitment therefor, issued by SAFECO Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in title to said real estate as of the date of closing and containing no exclusions other than the following:

- a. Printed general exceptions appearing on said policy form;
- b. Liens or encumbrances, which by the terms of this contract if a purchase is to occur, or as to which the seller owes a remainder is to be made subject to; and
- c. Any existing contract 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 shall be deemed defects in seller's title.

10. If seller's title 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 next falling 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 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:

(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 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 assessable 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.

Daniel A. Dempsey (SEAL)
Daniel A. Dempsey
Harryett A. Dempsey (SEAL)
Harryett A. Dempsey
James L. Schwartz (SEAL)
James L. Schwartz

STATE OF WASHINGTON
County of _____ (SEAL)

On this day personally appeared before me Daniel A. Dempsey and Harryett A. Dempsey, husband and wife
and who to be the individual described in and who executed the within foregoing instrument, and acknowledged that
signed the same as _____ free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of November, 1979

7213

Daniel A. Dempsey
Notary Public in and for the State of Washington
residing at Everett, Washington

RECORDED
NOV 19 1979

Amount Paid \$220.00

89957



Filed for Record at Request of

NAME _____
ADDRESS _____
CITY AND STATE _____

REGISTERED
INDEXED: DIR
INDEXED: F
RECORDED
COMPARER
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Shirley A. Little Co.
OF Skamania County
AT 2:50 P.M. 11-19-1979
WAS RECORDED IN BOOK 77
OF Book AT PAGE 573
RECORDS OF SKAMANIA COUNTY, WASH.
NOT RECORDED
COUNTY CLERK