

89984
REAL ESTATE CONTRACT
(FORM A-1826)

77-11555-59

SAFEGUARD

1738
3-10-22-1362

THIS CONTRACT, made and entered into this 16 day of November, 1979, between OTTO T. OHNGREN and MAXIM L. OHNGREN, husband and wife, herein called the "Seller," and CHARLES G. BARNETT and CAROL H. BARNETT, husband and wife, herein called the "Purchaser,"

AGREEMENTS: That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described

Real estate, situate in Skamania County, State of Washington,
That portion of the Southwest Quarter of the Northwest Quarter of Section 22, Township 1 North, Range 1 East of the Willamette Meridian described as follows:
Beginning at the west quarter corner; thence North 60° 19' East a distance of 401.13 feet to the true point of beginning of this description; thence continuing North 60° 19' EA, a distance of 223 feet; thence North 89° 51' East a distance of 337.36 feet; thence South 00° 19' West a distance of 223 feet; thence South 89° 51' West a distance of 337.36 feet to the true point of beginning.

ALSO KNOWN AS Lot 3 of the Grove Shore Plat, recorded March 19, 1979, under Auditor's File No. 83700, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is **NINE THOUSAND FIVE HUNDRED**

9,500.00 Dollars, of which

THREE THOUSAND ~~1000~~, as down payment hereby acknowledged, and the balance of said purchase price shall account as follows:

TWO HUNDRED ~~200~~ Dollars

or more of purchaser's property or balance due ~~on~~ day of December ~~1979~~ **1979**

and **TWO HUNDRED** ~~200~~ Dollars

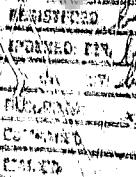
or more of purchaser's property ~~on~~ before the ~~1st~~ day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The Seller shall pay interest to purchaser on the diminishing balance of said purchase price at the

rate of **ten (10%)** per cent per annum from the ~~1st~~ day of November ~~1979~~ **1979**, which interest shall be deducted from each monthly payment and the balance of each payment applied in reduction of principal.

All payments to be made hereinafter to the Seller or to the Purchaser at either place of the Seller's or Purchaser's address:

Seller's address: P. O. Box 320

Underwood, WA 98651



As referred to in this contract, "date of closing" shall be November 24, 1979.

(1) The Purchaser assumes and agrees to pay all costs of maintenance, all taxes and assessments that may be between grantor and grantee for and after the date of closing. And further, and it is the intent of this contract, the Purchaser is assumed payment of any mortgage, tax or other encumbrance on his obtained property, as agreed to in this contract, subject to, any taxes or assessments now or hereafter imposed by the Purchaser agreed to pay the same before closing.

(2) The Purchaser agrees, until the date of closing & thereafter, to keep the buildings now and hereafter placed on the real estate incurred to the actual fair value thereof against loss or damage by fire, law and vandalism in a manner acceptable to the Seller and for the safety, benefit, peace & quiet enjoyment, and safety of persons, animals and minerals thereof by the Seller.

(3) The Purchaser agrees that if he accepts, and if real estate has been made over, that neither the Seller nor his heirs, shall be held to the responsibility for any deficiency of any amount or otherwise for short or long period of time, or for any other liability, arising out of or connected with the sale of the above described real estate, except as provided in this contract.

(4) The Purchaser assumes all costs of damage to or destruction of any improvements or fixtures, or short or long period of time, or for any other liability, arising out of or connected with the sale of the above described real estate, except as provided in this contract.

(5) The Purchaser shall, within 15 days of the date of closing, pay to the Seller, the amount of the taxes of \$1,000.00 for the year of 1979, plus any additional taxes for the year of 1980, and the amount of the assessments for the year of 1979, plus any additional assessments for the year of 1980.

(6) The Purchaser agrees to pay all taxes and assessments for the year of 1980, and the amount of the assessments for the year of 1981, plus any additional taxes and assessments for the year of 1981, and the amount of the assessments for the year of 1982, plus any additional taxes and assessments for the year of 1982.

(7) Purchaser, assuming all taxes and liability for taxes, shall be liable for all taxes and assessments for the year of 1983, plus any additional taxes and assessments for the year of 1983.

(8) Purchaser agrees to pay all taxes and assessments for the year of 1984, plus any additional taxes and assessments for the year of 1984.

(9) If at any time the Seller or his heirs, or assigns, shall have sold or transferred the above described real estate to another person, the Purchaser shall have the right to require the Seller or his heirs, or assigns, to reconvey the title to the Purchaser, and the Purchaser shall have the right to require the Seller or his heirs, or assigns, to reconvey the title to the Purchaser.

77

ALL THE ABOVE CONCERNING THE TITLE AND OWNERSHIP OF THE PREMISES DESCRIBED IN THE PARCELS ABOVE QUOTED, TO EXCUSE AND RELEASE TO
PURCHASEE FROM ALL LIENS, TAXES, DUES, CHARGES, EXPENSES, OR OTHER DEBTS, WHETHER PAST DUE OR UNPAID, WHETHER ACCRUED OR NOT ACCRUED, WHETHER
OPEN OR CLOSERD, WHETHER FOR PAYMENT DUE, OR FOR ANY OTHER REASON, WHETHER OR NOT THE PURCHASEE HAS BEEN TOLD OF THE EXISTENCE OF ANY SUCH DEBT
OR LIABILITY, AND SUBJECT TO THE FOLLOWING:

BASISMENTS OF RECORD, IF ANY.

(8) Unless a different date is specified for herein, the seller shall be entitled to possession of record real estate on date of closing and to retain possession so long as title is not in default, however. The purchaser warrants to keep the buildings and other improvements on said real estate in good repair enough to permit usual and customary use of the real estate for residential purposes. The purchaser is to pay all service, insurance or construction charges by water, heat, electricity, telephone or other utility services furnished to said real estate for the date the purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain property as herein required, the seller may make such payment or other such indebtedness, and any amount so paid by the seller, together with interest at the rate of 15% per annum thereon, to accumulate until repaid, shall be repayable by purchaser on written demand, and which is payable to any other right the seller might have by reason of such default.

NOTE: This is of the essence of this contract, and it is agreed that in the event of any failure to comply with or perform any condition or agreement hereof or to make any payment required hereunder, prior to the time and in the manner herein required, the seller may elect to exercise all the purchaser's rights hereunder terminated, and herein failing to make all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, but 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 from purchaser of all demands, notices or other papers shall be given to Forrester & Son Construction or Purchaser's agents may be made by United States Mail, postage prepaid, return receipt requested, directed to the person to whom addressed last known to the seller.

(10) Upon seller's election to bring suit to enforce my 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 so connected with such suit, which sum 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 so connected 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 sum 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 *Ole Ohngren* (SEAL)

Carol Jarrett (SEAL)

Naomi L. Ohngren (SEAL)

Ole Ohngren (SEAL)

STATE OF WASHINGTON,

County of Clallam

OTTO T. OHNGREN and NAOMI L. OHNGREN

On this day personally appeared before me OTTO T. OHNGREN and NAOMI L. OHNGREN to me known to be the individual(s) so described in and who executed the within and foregoing instrument, and acknowledged that

they

signed the same as

their

free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 26th day of

November, 1979.

Ole Ohngren

Notary Public in and for the state of Washington

receiving *Milton Sparrow* Notary Public

RECORDED ON NOVEMBER 27, 1979

AT 12:14 P.M.

RECORDED BY *Naomi L. Ohngren*

RECORDED FOR *Scallopine County Trust Co.*

BY *Milton Sparrow*

SAFECO TITLE INSURANCE COMPANY

SAFECO

RECORDED AT PORTLAND, OREGON

NAME: OTTO T. OHNGREN AND NAOMI L. OHNGREN

ADDRESS: 101 S. 10TH AVE.

CITY AND STATE: PORTLAND, OREGON

THE SPACE HEREIN PROVIDED FOR RECORDING

NAME OF SELLER: NAOMI L. OHNGREN

COUNTY: CLALLAM

I HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT IS A TRUE COPY OF THE ORIGINAL

RECORDED IN THE OFFICE OF THE CLALLAM COUNTY RECORDER

AT PORTLAND, OREGON

ON NOVEMBER 27, 1979

RECORDED IN THE OFFICE OF THE CLALLAM COUNTY RECORDER

AT PORTLAND, OREGON

ON NOVEMBER 27, 1979