

89083

REAL ESTATE CONTRACT
(FORM A-1500)

77 JAN 59

12-15-58

3-10-22-1302

THIS CONTRACT, made and entered into this 16 day of November, 1979.

between OTTO T. OHNGREN and NAOMY L. OHNGREN, husband and wife.

known as either the "father" and CHARLES G. BARNETT and CAROL H. BARNETT, husband and wife,

hereinafter called the "purchaser,"

1. WARRANTY: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described:

the style with the appearance of a

Skamilla

County, State of Washington.

that portion of the Southwest Quarter of the North West Quarter of Section 22, Township 7 North, Range 10 East of the Willamette Meridian, described as follows: Beginning at the west quarter corner; thence North 60 19' East a distance of 301.13 feet to the true point of beginning of this description; thence continuing North 80 19' East a distance of 225 feet; thence North 89 51' East a distance of 327.16 feet; thence South 00 10' West a distance of 223 feet; thence South 89 51' West a distance of 327.36 feet to the true point of beginning.

ALSO KNOWN AS Lot 3 of the Greuze Short 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**

500.00 Dollars, of which
THREE THOUSAND 1 000.00

THREE THOUSAND 3,000.00 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845,

TWO HUNDRED \$ 200.00 / dollar
or more at purchase of 100 lbs. or less to the
of December 979

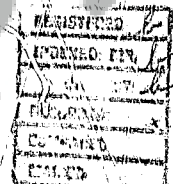
of more or purchase's value, on or before the _____ day of December, 1979
and TWO HUNDLEN \$200.00 Dollars.
of more or purchase's value, on or before the _____ day of _____, 19____
and _____ \$_____ Dollars.

of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser shall be liable to pay interest on the diminishing balance of said purchase price of the

rate of ten (10%) per annum, and shall not be entitled to any discount on the purchase price of the property.

10. The purchase price of the property shall be paid in full on or before the 15th day of November 1973.

All payments to be made hereunder shall be made to **Seller's address: P. O. Box 320**
 or at such other place as the undersigned may direct. **Underwood, WA 98651**



As referred to in the contract, "date of closing" shall be November 22, 1979

(1) The purchaser assumes and agrees to pay all taxes, assessments, all taxes and assessments that may be between grantor and grantee hereafter becoming a lien on said estate, and if, at the term of this contract the purchaser is assured payment of any mortgage, lender or other circumstance or has assumed payment, he agrees to purchase subject to any taxes or assessments now or said real estate, the purchaser agrees to pay the same before delivery.

(2) The purchaser agrees, until the full amount is fully paid, to keep the buildings now and hereafter placed on the real estate insured to the actual full value thereof against loss or damage by fire, theft and water/dorm in a company acceptable to the seller and for the seller's benefit, and to effect and keep in force and to deliver all policies and annual statements of the seller.

43. The purchaser agrees that his respective share of the purchase price is cash and that neither the seller nor his assigns shall be held to give a receipt for such share and execution of any instrument or to sign any bill that the purchaser or seller or the persons or entities bound to any covenant or agreement for the benefit of the purchaser or seller shall be evidence of the cash payment unless on its face it is clearly stated or is in writing and attached to and made a part of the contract.

[illegible][illegible]

* Familia Romero, en la zona de las montañas y torres.
En la zona de las montañas y torres. En la zona de las montañas y torres. En la zona de las montañas y torres.

[illegible]

The above is a copy of the original document. The original document is a handwritten letter from the author to the recipient. The letter is dated 1964 and is written on a piece of paper that has been folded. The handwriting is in cursive and is somewhat difficult to read. The letter is addressed to the recipient and is signed by the author. The letter is a copy of the original document and is not the original document itself.

[illegible]

Easements of record, if any.

(3) 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 as long as purchaser is not in default hereunder. The purchaser covenants to keep the land and other improvements, on and about, situated on and about the land, in good repair and to permit waste and to use, or permit the use of, the real estate for any lawful purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, telephone and other utility services as related to such improvements. The purchaser shall be entitled to possession of the real estate on the date of closing and to retain possession.

(b) In effect the purchaser shall make any payment toward, or tender to maintain insurance, or certain repairs, the seller may make a claim against the insurance policy, and any amounts payable to the seller, together with interest at the rate of 10% per annum, shall be repaid to the purchaser to offset such interest, and any amounts payable to the seller, together with interest at the rate of 10% per annum, the seller might incur by reason of such default, shall be repayable by purchaser on seller's demand without interest.

TIME: Time is of the essence of this contract, and it is agreed that if the purchaser shall fail to comply with or perform any condition or agreement set forth herein, or make any payment required hereunder prior to the time specified by the purchase money receipt and/or agreement, the purchaser's rights hereunder shall be terminated, and upon the expiration of the time so specified, the seller shall have right to sell the real estate mentioned in the purchase money receipt and/or agreement at public sale, and the purchaser shall be bound to accept the same as full satisfaction of all claims against 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 such default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and redemption of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the person or persons at the address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to obtain any payment due the purchaser, to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which cause shall be determined or driven entered in such suit.

the purchaser agrees to pay a reasonable sum of money, to be determined by the court, to the seller, as compensation for the purchaser's failure to perform its obligations under the contract, and judgment is so entered.

If the Seller agrees to bring suit, it procure an adjudication of the satisfaction of the obligation of such suit, and after the recording of the purchase agreement 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 by the court.

or thereon entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

[Handwritten signature] (SEAL)

Carol Barnett

NAME: Naomi L. Hughes 47

[Signature]

STATE OF WASHINGTON,

County of Wick State of Utah

OTTO T. OHLGREN and NAOMI L. OHLGREN

On this day personally appeared before me OTTO T. UNTERKUN and RALPH J. KRAUSE
to me known to be the individual ☒ identified in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their
for the uses and purposes therein expressed.

GIVEN under my hand and official seal this 26th day of November, 1979.

TRANSACTION EXCISE TAX

11/2/75
Amount Paid \$ 75.00

Stagnant Quality Troop

File for Record at Headquarters of

NAME: JOSEPH L. WALKER ADDRESS: 125 N. 1st St.

12/14/42

THE UNIVERSITY OF CHICAGO

THIS SPACE RESERVED FOR RECORDS

STATE OF TEXAS
COUNTY OF DALLAS

13. ~~UNCLASSIFIED~~ ~~EXCLUDED FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION~~

CONFIDENTIAL

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10/10/2020