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REAL ESTATE CONTRACT
(FORM 1-1954)

BOOK 77

PAGE 646

THIS CONTRACT, made and entered into this 1st day of December, 1979

between **MARTHA MARIE SITZMAI, formerly MARTHA MARIE LYONS, as her separate estate**
 hereinafter called the "seller," and
JOHN A. DUHOVEN and GAIL DUHOVEN, 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 legal description attached

The terms and conditions of this contract are as follows: The purchase price is **Fourteen Thousand and no/100**

----- \$ **14,000.00** Dollars, of which
Four Thousand and no/100 ----- \$ **4,000.00** Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred twenty-six and 68/100 ----- \$ **126.68** Dollars,

or more at purchaser's option, on or before the **1st** day of **January**, 19 **80**

and **One hundred twenty-six and 68/100** ----- \$ **126.68** Dollars,

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

rate of **9%** per cent per annum from the **1st** day of **December**, 19 **79**
 which interest shall be deducted from each installment payment and the balance of each payment applied to reduction of principal.

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

**** Said contract shall not be paid off sooner than two years from date of said contract.**

As referred to in this contract, "date of closing" shall be **December 1, 1979**

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be hereafter levied and payable hereafter become a lien on said real estate, and if by the terms of any mortgage or other contract or other encumbrance, or by 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.

(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 or damage by both fire and lightning in a satisfactory manner to the seller and for the seller's benefit, at his interest may appear, and to pay all premiums therefor and to carry all policies and to provide thereof to the seller.

(3) The purchaser agrees that full insurance of said real estate has been made and that neither the seller nor his agents shall be held to any extent as to the condition of any improvements thereon nor shall the purchaser or seller be the assignor of either to hold to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to 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 for public use, and agrees that no such damage, destruction or taking shall constitute a failure 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 herein until the seller elects to allow the purchaser to apply all or a portion of such consideration toward his first paying or reduction 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 credited 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 herein.

(5) The seller has delivered, in agreement 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 **FARMERS 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:

a. Printed general exceptions appearing in said policy form;

b. Liens 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

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 (5) shall be deemed defects in seller's title.

(6) 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.

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The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver

seller's statutory warranty Fulfillment
said real estate, together with
thereof hereafter taken for public use for a purpose except as may be affected after date of closing through any public charge
upon the seller, and subject to the following:

See attached Exhibit "A"

(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 remain 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, maintenance 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 hereby provided for or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and pay one-half as paid by the seller, together with interest at the rate of 10% per annum, 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.

Selling to or purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's right, may be made by United States Mail, postage prepaid, 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 right 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 recording 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 have hereunto executed this instrument as of the date first written above.

No. 77-10
TRANSACTION EXCISE TAX

DEC 4 1970

Amount Paid: \$ 120.00

Skiama County Treasurer

By: [Signature]

STATE OF WASHINGTON

County of Skamania

MARTHA MARIE SITZMAN

SONI A. DUNOVET

GAIL DUNOVET

Martna Marie Sitzman

she appeared before me, the undersigned, and acknowledged that she executed the within and foregoing instrument, and acknowledged that she executed the same as her

for the purposes and purposes therein contained.

GIVEN under my hand and seal of office this 3 day of

December, 1970.

[Signature]



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

RECORDED: X
COMPARED
MAILED

MAIL OR WASHINGTON
THISSORT: SERVED: IN ORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
[Signature]	
OF [Signature]	
AT [Signature] P.M. 12/4/1970	
WAS RECEIVED IN BOOK 577	
OF [Signature] AT PAGE 66	
RECORDS OF SKAMANIA COUNTY, WASH.	
[Signature]	
COUNTY AUDITOR	

Sitzman to Dunoven
Real Estate Contract
Legal Description

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A tract of land located in the WILLIAM M. MURPHY D.L.C., in Section 27, Township 3 North, Range 8 E.W.M., described as follows:

beginning at a point on the North line of the Murphy D.L.C., where the westerly right-of-way line of County Road No. 30360 designated as the Berge Road, intersects said North line; thence West along the North line a distance of 298 feet, more or less to where said line intersects the centerline of Lyons Private Road; thence Southeasterly 186 feet on curve R=305.6 feet right; thence 110.0 feet on Curve R=305.6 feet right; thence 106.24 feet on Curve R=200 feet left; thence South $11^{\circ}43'$ East a distance of 49.71 feet; thence 71.51 feet on Curve R=200 feet left; thence South $32^{\circ}12'$ East a distance of 149.32 feet; thence 94.35 feet on a curve to the left, with a radius of 232 feet; thence North $34^{\circ}30'$ East 30 feet to a point on the Northeasterly line of Lyons Road; thence North $48^{\circ}21'56''$ east 310.26 feet to the Southwesterly line of Berge County Road No. 30360, and the true point of beginning; thence North $26^{\circ}05'$ West along said Southwesterly line of Berge County Road 20.99 feet; thence 56.56 feet on a curve to the left with a radius of 434 feet; thence North $33^{\circ}31'$ West 108.55 feet; thence South $84^{\circ}39'56''$ West 168.66 feet; thence South $49^{\circ}21'50''$ West 165.16 feet; thence South $78^{\circ}17'$ West 17' West 30 feet to the true point of beginning.

Also known as Lot 2 of the BILL LYONS (HOME VALLEY) SHORT PLAT #2 as recorded September 11, 1978 in Book 2 of Short Plats, page 67 under Auditor's File No. 87186, records of Skamania County, Washington.

Sitzman to Dunoven
Real Estate Contract
Exhibit "A"

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#7.

1. An easement for water works, sewers, electric light lines and other related activities granted to Home Valley Water District Skamania County, Washington, by Deed dated August 21, 1979 and recorded October 1, 1979 at page 289 of Book 77 of Deeds, Auditor's File No. 89622, records of Skamania County, Washington. Includes other property.

2. A waiver of damages for reconstruction of County Road No. 3000 designated as the Berge Road, granted to Skamania County by an instrument dated December 7, 1960 and recorded March 20, 1961 at page 383 of Book 48 of Deeds, under Auditor's file No. 58239, records of Skamania County, Washington. Includes other property.

3. A flowage easement granted to the United States of America for the Bonneville Modification for Peaking Project by deed dated June 21, 1973 and recorded July 3, 1973 at page 441 of Book 65 of Deeds, under Auditor's File No. 76305 records of Skamania County, Washington. Includes other property.