



90020

REAL ESTATE CONTRACT
(FORM 1864)

BOOK 77 PAGE 646

THIS CONTRACT, made and entered into this 1st day of December, 1979
between **MARTHA MARIE SITEMAN**, formerly **MARZHA MARIE LYONS**, as her
hereinafter called the "seller," and **JOHN A. DUONOEN** and **GAIL DUONOEN**, husband and
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.



Fourteen Thousand and no/100

\$ 14,000.00 Dollars, of which

\$ 4,000.00 Dollars have

Four Thousand and no/100 -----
I am 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 1979

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

or more at purchaser's option, ** 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 1979 which interest shall be deducted from each subsequent 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, including

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

As referred to in this contract, "title" referring shall be

December 1, 1979

(1) The purchaser assumes and agrees to pay before the date of closing all taxes and assessments that may be levied against and payable hereafter to become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract of other encumbrance, or has assumed payment of, or agreed to purchase subject to, any taxes or assessments now or hereafter levied 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, roofs and fixtures placed on said real estate in good repair, to act in good faith against loss or damage by fire and insurance or otherwise in accordance to the seller, and for the seller's benefit, to his interest may appear, and to pay all premiums therefore and to give notice of damage and expenses thereof to the seller.

(3) The purchaser agrees that full fee simple title to said real estate has been made out to him; that neither the seller nor his assigns shall be liable to any claim or right of action for damages or improvements thereto, nor shall the purchaser or seller be liable to any claim or right of action for damages or improvements thereto, except as provided in the agreement or contracts herein, or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage or destruction of any improvements that may be on said real estate or hereafter made thereon, and of the risks of said real estate or any part thereof for public use, and agrees that his such damage, destruction or taking shall constitute a release of said damages, in case any part of said real estate is taken for public use, the amount of the compensation so received remaining after payment of all reasonable expenses of procuring the same shall be paid to the seller after deduction of the full purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such compensation toward the final payment of the purchase price of any improvements damaged by such taking. In case of damage or destruction from a third person against the premises, the seller or his assigns, excepting after payment of the reasonable expense of procuring the same shall be entitled to the amount so remaining of such improvements within a reasonable time, unless purchaser elects that said premises shall be held to the seller for as long as the same have great value.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of life insurance in standard form, or a certificate therefor, issued by **CARLSON LIFE INSURANCE COMPANY**, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of death or after a term of 10 years to said real estate or at the date of closing and containing no exceptions other than the following:

- a. Printed general exclusions 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;
- c. Any existing contract or agreement 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 both 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 amount above specified, to execute and deliver to the purchaser a statutory warranty. **Fulfillment** thereof hereafter taken for public acts for all covenants except as to those which may affect after date of closing through city plan changes, as to said real estate, beneficial and otherwise, other than the seller, and subject to the following:

See attached Exhibit "A"

(B) 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 said 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. This 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.

(C) 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 amount so paid by the seller, together with interest at the rate of 10% per annum, accrued 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.

(D) 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 foreclose all the purchaser's rights hereunder, terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed up on 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 of process, notice 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 prepaid, return receipt requested, directed to the purchaser to his address last known to the seller.

(E) 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 reasonable cost of retaining 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.

TRANSACTION EXCISE TAX
DEC 4 1979

Amount Paid \$ 110.00

Skamania County Treasurer
By M. Marie Sitzman

STATE OF WASHINGTON
County of Skamania

MARTHA MARIE SITZMAN (SEAL)

JOHN A. DUNOVET (SEAL)

GAIL DUNOVET (SEAL)

On the day personally appeared before me, Martha Marie Sitzman,
to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that

she signed the same as her true and lawful act and deed,
for the uses and purposes therein intended.

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

December, 1979.

Martha Marie Sitzman
Public Trustee for the State
Recording at the request of *SAFECO TITLE INSURANCE COMPANY*

SAFECO
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

RECORDED	X
COMPAVED	
MAILED	

STATE OF WASHINGTON
RECEIPT FOR RECORDING IN ORDER'S USE
I HEREBY CERTIFY THAT THE WRITTEN
INSTRUMENT OF WRITING, FILED BY
Stedler, P. Justice
ON December 4, 1979
AT 12 PM P.M. 12/4/1979
WAS RECEIVED IN BOOK #77
ON 4/1/80 AT PAGE #66
RECORDS OF SKAMANIA COUNTY, WASH.
COUNTY AUDITOR
J. Price
B. Babcock

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° 43' East a distance of 49.71 feet; thence 71.51 feet on Curve R=200 feet left; thence South 32° 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° 30' East 30 feet to a point on the Northeasterly line of Lyons Road; thence North 48° 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° 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° 31' West 108.55 feet; thence South 84° 39' 56" West 168.66 feet; thence South 49° 21' 50" West 165.16 feet; thence South 78° 17' West 171 West 39 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.

90020

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 Berger 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.