



SK1165Z

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of August, 1979,
 between NELSON L. MEAGHERS and RUTH M. MEAGHERS, husband and wife,
 hereinafter called the "seller," and DANIEL L. LILLEGARD and JUDIE A. LILLEGARD,
 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:

That portion of Section 1, Township 2 North, Range 7 E. W. M., described as follows: Beginning at a point on the south line of Second Street 602 feet south and 260 feet north 89° 06' west of the intersection of the west line of the Henry Shepard D. L. C. with the north line of the said Section 1; thence south 86 feet to the initial point of the tract hereby described; thence north 86 feet to a point on the south line of Second Street; thence north 89° 06' west 50 feet; thence south 110 feet; thence east 32 feet; thence south 34 feet, more or less, to the northerly right of way line of State Road 14; thence northeasterly along said right of way line to a point east of the initial point; thence west 40 feet, more or less, to the initial point.

TOGETHER WITH an easement for the use, maintenance and repair of the existing blower system 8 feet by 14 feet in size as now installed against the west wall of the existing body shop building on said premises.

The terms and conditions of this contract are as follows: The purchase price is FIFTY-FIVE THOUSAND SEVEN HUNDRED FIFTY and NO/100 ----- (\$55,750.00) Dollars, of which FIVE THOUSAND and NO/100 ----- (\$5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the remaining balance of the purchase price amounting to Fifty Thousand Seven Hundred and No/100 (\$50,750.00) Dollars in monthly installments of Four Hundred and No/100 (\$400.00) Dollars, or more, commencing on the first day of September, 1979, and on the first day of each and every month thereafter until the full amount of the purchase price and interest shall have been paid; provided however that the unpaid balance of the purchase price shall in any event become due and payable on August 1, 1989. Said monthly installments include interest at the rate of nine per cent (9%) per annum computed on the declining monthly balances of the unpaid purchase price; and said installment shall be applied first to interest and then to principal. Purchasers reserve the right without penalty to pay any part or all of the unpaid purchase price plus interest then due.

No. 6971

TRANSACTION EXHIBIT Y

AUG 3 1979

Amount Paid # 55250

Skamania County Treasurer
 By *[Signature]*

All payments herein made hereunder shall be made at P. O. Box 306, Stevenson, Washington 98648 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be August 1, 1979.

(1) The purchaser agrees and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other liability on said real estate, he shall pay same.

(2) The purchaser agrees, until the purchase price is equal to the actual cash value of the real estate to the seller and for the seller's benefit, to fully insure and maintain the same in good condition and repair, and to pay all premiums therefor.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held 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 hazard 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 title. In case any part of said real estate is taken for public use, the portion of the compensation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as part of the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such compensation award to the rebuilding or reconstruction 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 recurring the same shall be devoted to the reconstruction 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, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of fire insurance in standard form, or a commitment thereto, issued by SAFECO Fire 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 those herein.

(6) Purchaser agrees, excepting as provided in said policy form:

a. To assume all obligations of the seller, by the terms of this contract the purchaser is to assume, as to which the conveyance is made, the title of the seller, his heirs, executors, and administrators.

b. Any obligation of the seller, a contract under which seller is purchasing said real estate, and any mortgage or other obligation, which arises by this contract agrees to pay, one of which for the purpose of this paragraph (6) shall be deemed sufficient to satisfy all of them.

(1) 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, deed of trust 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.

(2) 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:

and sewer assessments

- (a) General taxes payable in 1979 which shall be pro-rated between the parties as of August 1, 1979; and
- (b) Easement for guy wires granted to Pacific Power & Light Company.

(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 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 no to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all taxes, assessments, construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(4) 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 rights the seller might have by reason of such default.

(5) 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 herein 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 recover 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 regard to forfeiture and termination of purchaser's rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

(6) Upon seller's election to bring suit to enjoin any covenant of this contract, and failing 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 sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to picture on behalf of the termination of the purchaser's rights hereinunder, 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 searching records to determine the commencement of 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 on the date first written above.

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me NELSON L. MEACHERS and RUTH M. MEACHERS, his wife, to me known to be the individuals 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 affixed seal to

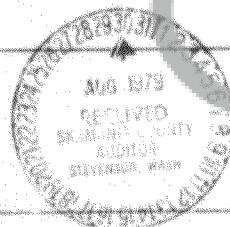
2nd day of August, 1979.

Rose and M. Davis

Notary Public in and for the State of Washington

Stevenson therein.

RECORDED IN THE OFFICE OF THE COUNTY CLERK



THIS SPACE RESERVED FOR RECORDER'S USE



SAFECO TITLE INSURANCE COMPANY

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR RECORDING FILED BY

Rose and M. Davis

ON August 10, 1979 AT 10:20 AM IN BOOK 77

AT SAFECO TITLE INSURANCE COMPANY AT PO BOX 625

COUNTY OF SKAMANIA COUNTY, WASH.

Safeco Title

COUNTY AUDITOR

Filed for Record at request of

NAME

ADDRESS

CITY AND STATE

RECEIVED	INDEXED
SEARCHED	MAILED
SERIALIZED	FILED
RECORDED	INDEXED
COMPARED	SEARCHED
MAILED	INDEXED

RECORDED IN BOOK 77

AT SAFECO TITLE INSURANCE COMPANY AT PO BOX 625

COUNTY OF SKAMANIA COUNTY, WASH.

Safeco Title

COUNTY AUDITOR