



90094

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 77 PAGE 706

4-3-7-1400

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

between NAZAREYNO A. TABINO, a single person, and SINNY L. HERMAN, a single person, as joint tenants,
hereinafter called the "seller," and STEPHEN J. JACOBS and GEORGIA M. JACOBS, 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 the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 27, Township 4 North, Range 7 East of the Willamette Meridian, more particularly described as follows:
Beginning at the quarter corner on the East line of the said Section 27; thence West along the South line of the Northeast Quarter of the said Section 27 a distance of 100 feet; thence North 220 feet; thence East 100 feet to the East line of the said Section 27; thence South 220 feet to the point of beginning.

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

EIGHT THOUSAND-- 17,500.00 Dollars of which 8,000.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price is to be paid as follows:

ONE HUNDRED TWENTY-FIVE and 55/100-- 125.55 Dollars,

or more at purchaser's option, on or before the 20th day of January 1980

and ONE HUNDRED TWENTY-FIVE and 55/100-- 125.55 Dollars,

or more at purchaser's option, on or before the 20th 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 ten (10%) per cent per annum from the 19th day of December 1979

and all payments shall be made hereunder shall be made at seller's address: Alicel Route, Box 178 Cove, Oregon 97824

Property represented "as is" by seller and agent and is accepted as same by purchaser in regards to physical condition, zoning, survey or otherwise.

Witness my hand and the seal of said county this December 19, 1979

12. The purchaser agrees to pay before closing a full and complete amount of all taxes and assessments that may be levied against said real estate, and if by the terms of this contract the purchaser has agreed to pay a mortgage, contract or other obligation, the purchaser agrees to pay the same before closing.

13. The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter on said real estate insured to the actual cash value thereof against loss or damage by both fire and theft, and to maintain a policy of fire and theft insurance in a company acceptable to the seller and for the seller's benefit, at his option may assign, and to pay all premiums to the insurer and to deliver an assignment of the policy to the seller.

14. The purchaser agrees that full inspection of said real estate has been made and that neither the seller or his assigns shall be held to any responsibility concerning the condition of any improvements thereon, that the purchaser or seller or their assigns or either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement shall be in writing and attached to, or made a part of, this contract.

15. The purchaser warrants all kinds of damage to or destruction to 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 in such damage, destruction or taking shall constitute a failure of consideration. In the 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, or applied as payment on the purchase price herein, unless the seller elects to allow the purchaser to apply all or a portion of such consideration award to the restoration or rebuilding 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 applied 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.

16. This policy has delivered, or will be delivered within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchase 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 exclusions other than the following:

a. United 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 purchase price hereunder is to be made subject; and

c. Any existing contract or contract 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 (b) shall be deemed defects in seller's title.

17. If seller's title to said real estate is subject to an existing contract or contract under which a third party 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 then falling due the seller under this contract.

17. The seller, agrees, upon receiving full payment of the purchase price, and interest in the manner stated specified, to deliver to the 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 action other than the seller, and subject to the following:

Those of record

(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 retain possession so long as purchaser is not in default hereunder. The purchase 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. The 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.

(9) 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 right the seller may 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 covenant 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.

Service upon purchaser 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 pre-paid, 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 secured 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 procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is 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 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:

STATE OF WASHINGTON,

County of Klickitat

On this day personally appeared before me

to me known to be the individual

they

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

NAZAREYNO A. TABINO and SUNNY L. HERMAN

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

their

free and voluntary act and deed.

16th day of December, 1979.

No.

TRANSACTION EXCISE TAX

DEC 19 1979

Amount Paid \$175.00

Skiwamish County Treasurer

By W. A. Smith W. A. Smith



SAFECO

Filed for Record at Request of

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 425

CITY-POSTAL WHITE SALMON, WA 98672

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

W. A. Smith

ON 12/19/79 AT 1:15 PM

THIS INSTRUMENT IS BOOK 77

OR 12/19/79 AT PAGE 77

RECORD OF DEEDS AND CITY, TOWN

W. A. Smith

COUNTY ALBERT