

90094

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 77 PAGE 706

St. 1979
4-27-1980

THIS CONTRACT, made and entered into this 16 day of December, 1979,
 between **NAZARENO A. TABINO, a single person, and SUNNY L. HERMAN, a single person, as joint tenants**,
 and **STEPHEN J. JACOBS and GEORGIA M. JACOBS, husband and wife,**
 hereinafter called the "purchaser".

WITNESS TH: 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 **Skanmania** County, State of Washington:
That portion of the Southeast Quarter or 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**
17,500.00 Dollars, of which
EIGHT THOUSAND-----
8,000.00 Dollars have been paid in advance, it 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
 on or before the purchaser's return, on or before the **20th** day of **January**
ONE HUNDRED TWENTY-FIVE and 55/100-----
125.55 Dollars

on or before the purchaser's return, on or before the **20th** day of the month preceding a calendar month until the balance of said purchase price is paid in full. 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, **to the** **19th** day of December, 1980.
 All payments shall be deducted from each installment payment and the balance of each payment applied to reduction of principal balance of said purchase price as the seller may direct.

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

RECORDED IN THE OFFICE OF CLERK OF CLACKAMAS COUNTY, OREGON, ON THE **19** DAY OF DECEMBER, 1979
 FOR THE RECORDING FEE OF **\$1.00**. THIS CONTRACT WAS MADE AND ENTERED INTO ON THE **16** DAY OF DECEMBER, 1979, BY THE PARTIES NAMED THEREIN, AND IS SUBJECT TO THE LAWS OF THE STATE OF OREGON.

THE PURCHASER AGREES THAT THE PURCHASED PROPERTY IS LOCATED IN THE STATE OF OREGON, AND THAT THE PURCHASER HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT, AND THAT THE PURCHASER HAS AGREED TO BE BOUND BY THE SAME.

THE PURCHASER AGREES THAT THE PURCHASED PROPERTY IS LOCATED IN THE STATE OF OREGON, AND THAT THE PURCHASER HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT, AND THAT THE PURCHASER HAS AGREED TO BE BOUND BY THE SAME.

THE PURCHASER AGREES THAT THE PURCHASED PROPERTY IS LOCATED IN THE STATE OF OREGON, AND THAT THE PURCHASER HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT, AND THAT THE PURCHASER HAS AGREED TO BE BOUND BY THE SAME.

THE PURCHASER AGREES THAT THE PURCHASED PROPERTY IS LOCATED IN THE STATE OF OREGON, AND THAT THE PURCHASER HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT, AND THAT THE PURCHASER HAS AGREED TO BE BOUND BY THE SAME.

a. Purchaser agrees to assume in said policy all risks of loss arising from said real estate placed therein.

b. Lessor or lessor's heirs which by the terms of this contract the purchaser is to assume, or to which the lessor and lessor's heirs is to be liable, subject, and.

c. Any existing contract or contract under which seller, a purchasing said real estate, and any mortgage or other obligation, which seller by said contract agrees to pay, none of which for the purpose of this purchase, shall be deemed defects in seller's title.

d. If seller's title to said real estate is subject to an existing contract or contracts under which a title is encumbering said real estate, or any mortgage or other obligation which seller is to pay, either for his or her benefit, or otherwise in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the defect, and any payments so made shall be applied to the payments next falling due the seller under the contract.

90094

BOOK

PAGE

(1) The seller agrees, upon receiving full payment of the purchase price, a full interest in the property above specified, to assign to the buyer to be held by the buyer as
purchaser a statutory warranty **fulfillment** deed to said real estate, excepting any
party thereto hereafter taken for public use, or for circumstances except any that may attach after time of closing through any event which
has the seller, and subject to the following:

Those of record

(2) 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
and 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, power, electricity, garbage or other utility services furnished to said
real estate after the date owner is entitled to possession.

(3) 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.

(4) 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
decrease all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder up to and including
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 prepaid, return receipt requested, directed to the purchaser to his address last known to the seller.

(5) Upon seller's election to foreclose to enforce any covenant of this contract, including but not limited to collection of any amount due under the
contract, the parties agree to have a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, to be assessed 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 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.

15. WITNESS WHEREUPON, 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(s) described in and who executed the within and foregoing instrument, and acknowledged that

they

are of sound mind

their

free and voluntary, and so do I

for the use and purposes therein mentioned.

GIVEN under my hand and official seal this

16th day of December, 1979.

No. 7285

TRANSACTION EXCISE TAX

DEC 9 1979

Amount Paid \$175.00

Skamania County Tax

By Joseph L. Udall, Esq.



SAFECO LIFE INSURANCE COMPANY

SEARCHED	INDEXED
SERIALIZED	FILED
DECEMBER 19 1979	
JOSEPH L. UDALL, ESQ.	
ATTORNEY AT LAW	
WHITE SALMON, WA 98672	
RECORDED IN CLERK'S OFFICE	
JANUARY 10, 1980	

THIS PAGE IS FOR RECORD ONLY ON OWNER'S SIDE

CLERK'S OFFICE

I HEREBY CERTIFY THAT THE ATTACHED

INSTRUMENT IS A TRUE COPY OF

RECORDED IN CLERK'S OFFICE

AT DATE OF REC'D. 1/10/80

REGISTRATION NO. 115004

ORIGINALLY FILED 1/10/80

RECORDED BY CLERK'S OFFICE

1/10/80

RECORDED BY CLERK'S OFFICE

1/10/80

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 425

CITY STATE White Salmon, WA 98672