90184 REAL ESTATE CONTRACT (FORM A-1964) BOOK 77 PAGE 714

SAFECO

THIS CONTRACT, made and entered into this 20th day of December, 1979

between NILO W. POPPESHAGEN, a single man,

hereinafter called the "seller", and MICHAEL J. SOUTHARD and LORINDA L. SOUTHARD, 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:

Lot 17, Block 8, Plat of relocated North Bonneville, recorded in Book "B" of Plats, Page 16, under Auditor's File No. 83146. Also recorded in Book "B" of Plats, Page 42, under Skamania County File No. 84429, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Six Thousand [illegible] ($6,[illegible]) Dollars, of which Five Hundred and No/100 ($500.00) Dollars has been paid, the receipt of which is hereby acknowledged, and the balance of [illegible] Dollars shall be paid as follows:

Ninety-one and 31/100 ($91.31) Dollars, or more at purchaser's option, on or before the [illegible] day of [illegible], 19[illegible], and Ninety-one and 31/100 ($91.31) Dollars, or more at purchaser's option, on or before the [illegible] day of each succeeding calendar month thereafter until the full sum of said purchase price shall have been fully paid. The [illegible] payments shall be applied in the manner following: [illegible] of each payment shall be credited to the principal of said purchase price, and the balance of each payment shall be credited to interest on the unpaid principal balance from date of last payment, or if none, from date of this contract, at the rate of Ten (10%) percent per annum. The first payment shall be made on the 20th day of December, 19 79, and the balance of each payment shall be credited to principal. Interest shall be computed from date of last payment, or if none, from date of this contract, at the rate of Ten (10%) percent per annum.

All payments to be made hereunder shall be made at the Columbia Gorge Bank, [illegible], Washington 98605 or at such other place as the seller may hereafter designate in writing.

No. 7271
TRANSACTION EXCISE TAX
Dec 20 1979
Amount Paid $[illegible]
Skamania County Treasurer
By [illegible] Deputy

Unofficial Copy

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(7) The seller agrees, upon receiving full payment of the contract principal interest in the manner above mentioned, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, free of encumbrances except any that may attach after date of closing through any act of or under this seller, and subject to the following:

None

(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 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. 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 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 to 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 at 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 rights herein, 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 sums 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.

Milo W. Poppenhagen by [illegible] (SEAL)
MILO W. POPPENHAGEN

Michael J. Southard (SEAL)
MICHAEL J. SOUTHARD

Lorinda L. Southard (SEAL)
LORINDA L. SOUTHARD

STATE OF WASHINGTON, } ss. (SEAL)
County of Skamania

On this day personally appeared before me MILO W. POPPENHAGEN, a single man,

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of December, 1979.

[illegible]
State Public in and for the State of Washington
residing at Stevenson.

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

STATE OF WASHINGTON
THIS SPACE RESERVED FOR RECORDING USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED FOR RECORD AT REQUEST OF [illegible]

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