



90134

REAL ESTATE CONTRACT BOOK 77 PAGE 744

THIS CONTRACT, made and entered into this 28th day of December, 1979,
between **BETHUEL HENDRYX**, as his separate estate,

hereinafter called the "seller," and **TERRY LOUIS MITCHELL and RENATE MITCHELL, 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 **Skarania** County, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO



The terms and conditions of this contract are as follows: The purchase price is **TWENTY-EIGHT THOUSAND TWENTY-FIVE** ----- (\$28,025.00 Dollars) of which **FIVE THOUSAND** ----- (\$5,000.00) Dollars have been paid. The balance of the purchase price shall be paid as follows: **TWO HUNDRED (\$200.00) Dollars**, shall be due and payable on or before the 21st day of January, 1980, and **TWO HUNDRED (\$200.00) Dollars**, shall be due and payable on or before the 21st day of each succeeding calendar month during the year 1980, thereafter the purchaser's may pay **TWO HUNDRED (\$200.00) Dollars**, or more at purchaser's option, on or before the 21st day of January, 1981, and **TWO HUNDRED (\$200.00) Dollars**, or more at purchaser's option, on or before the 21st 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 nine one-half (9 1/2) per cent per annum from the 28th day of December, 1979, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made to **Columbia Gorge Bank, Bingen, WA Branch** or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be December 28, 1979

(1) The purchaser assumes 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 a mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or a need to purchase subject to any taxes or assessments now a lien on or a 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 now and hereafter placed on said real estate insured to the full cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for no seller's benefit, at his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals direct to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agent shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee of either be held to any covenant or agreement for improvements, repairs, repairs or repairs unless the covenant or agreement varied on is contained herein or in a writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards 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 consideration. In case any part of said real estate is taken for public use, the portion of the consideration would remaining after payment of reasonable expenses of or during the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller agrees to allow the purchaser to apply all or a portion of such consideration toward the rebuilding or restoration of any improvements damaged by such taking; in case of any fire or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of insuring the same shall be devoted to the rebuilding or restoration of such improvements within a reasonable time unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered or agreed to deliver 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 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, if any, to a exceptions other than the following:

a. Printed 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 seller has hereunder made no representation; and

c. Any existing contract or contracts 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, in 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.

(7) 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 Fulfillment deed in said real estate, encumbering any part thereof hereafter when for public use, free of encumbrances except any 1st may attach after date of closing through any person other than the seller, and subject to the following:

Easements of record and as reserved herein.

(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 work and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all sewer, 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 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 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 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 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

Ronald Mitchell (SEAL)
Terry Louis Mitchell (SEAL)
Bethel Hendryff (SEAL)
Bethel Hendryff (SEAL)

STATE OF WASHINGTON,
County of Klickitat

On this day personally appeared before me BETHEL HENDRYFF
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 28th day of December, 1979

Bethel Hendryff
Notary Public in and for the State of Washington
residing at White Salmon, therein.

WHEN RECORDED, RETURN TO

JOSEPH L. UDALL
Attorney at Law
P. O. Box 425
White Salmon, Washington 98672

7290
No. 7290
TRANSACTION EXCISE TAX
DEC 31 1979
Amount Paid 250.25
Skamania County Treasurer
By J. Calverley

THIS SPACE RESERVED FOR RECORDER'S USE

SAFECO  **SAFECO TITLE INSURANCE COMPANY**

Filed for Record at Request of

NAME JOSEPH L. UDALL, Attorney at Law
ADDRESS P. O. Box 425
CITY AND STATE White Salmon, WA 98672

BY RECORDER 77
FILED BY Attorney at Law
11/28/79
77
Dec 31 1979
COUNTY CLERK
Bethel Hendryff

90134

EXHIBIT "A"

A tract of land in the Northwest One-Quarter of the Northwest One-Quarter of Section 2, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Commencing at the Northwest corner of said Section 2; thence South 03° 05' 33" East along the west line of said Section 2 a distance of 1,288.89 feet to the Southwest corner of said Northwest One-Quarter of the Northwest One-Quarter; thence North 89° 09' 21" East along the South line of the said Northwest One-Quarter of the Northwest One-Quarter 1,188.73 feet; thence leaving said South line at right angles North 00° 50' 39" West 60.00 feet to an iron rod and the true point of beginning of this description; thence North 38° 27' 13" East 232.28 feet; thence North 29° 30' 53" East 142.68 feet; thence North 31° 03' 33" West 170.06 feet; thence North 07° 27' 06" West 150.61 feet; thence North 17° 06' 41" West 632.00 feet to the North line of said Section 2; thence South 88° 52' 00" West along the north line of said Section 2 a distance of 430.18 feet; thence South 03° 05' 33" East parallel with the west line of said Section 2 a distance of 632.62 feet; thence North 89° 09' 21" East parallel with the South line of the said Northwest One-Quarter of the Northwest One-Quarter 250.00 feet; thence South 03° 05' 33" East parallel with the West line of said Section 2 a distance of 599.9 feet to the North right-of-way of Lakeside County Road; thence North 89° 09' 21" East along the North line of said Right-of-Way 201.09 feet to the point of beginning.

LESS AND EXCEPT: A 40 foot wide road being 20 feet on each side of the following described centerline:

Commencing at the Northwest corner of Section 2; thence South 03° 05' 33" East along the west line of said Section 2 a distance of 1,288.89 feet to the Southwest corner of the said Northwest One-Quarter of the Northwest One-Quarter; thence North 89° 09' 21" East along the South line of the said Northwest One-Quarter of the Northwest One-Quarter 1,188.73 feet; thence leaving said South line at right angles North 00° 50' 39" West 60.00 feet; thence South 89° 09' 21" West 20.05 feet to the point of beginning of this centerline description; thence North 09° 35' 45" East 160.22 feet; thence on a 28.00 foot radius curve left 64.62 feet (the long chord of which bears North 56° 31' 01" West 51.20 feet); thence South 57° 22' 12" West 112.05 feet; thence on a 38.50 foot radius curve right 80.32 feet (the long chord of which bears North 62° 51' 41" West 66.53 feet); thence North 03° 05' 33" West 422.10 feet; thence on an 18.52 foot radius curve left 16.23 feet (the long chord of which bears North 28° 12' 20" West 15.72 feet); thence North 53° 19' 03" West 218.19 feet; thence on a 95.00 foot radius curve left, 27.51 feet (the long chord of which bears North 61° 36' 54" West 27.41 feet); thence North 69° 54' 40" West 78.40 feet to an intersection with the West line of the above described parcel, said point being South 03° 05' 33" East 443.31 feet from the Northwest corner of the above described parcel.

SUBJECT TO Easements and rights of record.

HENDRYX to MITCHELL
Real Estate Contract
Exhibit "A"

