90156

REAL ESTATE CONTRACT (FORM A-1964)

BOOK 77 PAGE 774

SAFECO

JAN 1980 RECEIVED SKAMANIA COUNTY AUDITOR

THIS CONTRACT, made and entered into this 26th day of December, 1979, between ARTHUR E. WERSCH and AUGUSTA WERSCH, husband and wife hereinafter called the "seller," and GLEN J. D. WERSCH, a single person, 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:

A tract of land located in Lot 2, Block 11, Manzanola Orchards and Land Company's Tracts, according to the plat thereof, recorded in Book "A" of Plats, page 37, records of Skamania County, Washington, described as follows: Beginning at the northeast corner of said Lot 2; thence along the east line of the said Lot, South 140 feet; thence West 140 feet; thence North 140 feet to intersection with the North line of said Lot 2; thence East 140 feet to the point of beginning.

See Exhibit "A" attached hereto.

The terms and conditions of this contract are as follows: The purchase price is TWENTY-SIX THOUSAND---------- ---------- ----------

(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 to said real estate, free of encumbrances except any that may attach after date of closing through any act of other than the seller, and subject to the following

Those easements, rights of way and reservations 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 may retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements of 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, and 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 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 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.

(SEAL)

(SEAL)

(SEAL)

STATE OF OREGON)
County of Klamath) ss.

(SEAL)

On this day personally appeared before me ARTHUR E. WERSCH and AUGUSTA WERSCH

to me known to be the individual S 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 official seal this 26th day of December, 1979.

Notary Public in and for the State of Washington, Residing at Spokane, Washington

My Commission Expires: 6-6-82

SAFECO TITLE INSURANCE COMPANY

SAFECO

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

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, COUNTY OF KLAMATH, ss.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED BY

Joseph L. Udall

ON THE 28th DAY OF Dec A.D. 19 79

AT 10:52 O'CLOCK A. M., AND DULY RECORDED IN BOOK M-79

OF Deeds AT PAGE 22756

RECORD OF KLAMATH COUNTY, OREGON.

WITNESS my hand and seal of County affixed.

LEE KANZLER, COUNTY CLERK

By Lee Kanzler

Unofficial Copy

EXHIBIT "A"

TOGETHER WITH the right to withdraw domestic water from a spring located in Lot 1, Block 12, MANZANOLA ORCHARD TRACTS and an easement for water pipeline over Lot 2, Block 11, MANZANOLA ORCHARD TRACTS in common with grantor and the owner of that certain tract sold to Theodore D. VanKirk and Patricia J. VanKirk, husband and wife, by Deed dated July 4, 1974, recorded in Book 65, page 287, under Auditor's File No. 77825;

SUBJECT TO the reservation contained in Deed dated May 21, 19[illegible] between Nielsen and Evans recorded in Book 62, page 893, under Auditor's File No. 73455, of the right to relocate the above described pipeline at any time;

AND SUBJECT TO an easement for water pipeline over Lot 2, Block 11, MANZANOLA ORCHARD TRACTS in common with grantor and the owners of that certain tract sold to Thomas D. Green and Patterson Marie Green, husband and wife, on contract recorded in Volume 62 of Deeds, on page 93, File No. 72544, records of Skamania County, reserving however, to grantors and successors the right to relocate said pipeline at any time, as disclosed by instrument in Book 62 of Deeds at page 893, under Auditor's File No. 73455, records of Skamania County, Washington;

AND SUBJECT TO right-of-way easement recorded under Auditor's File No. 88302 in Book 76 of Deeds at page 354, records of Skamania County, described as follows:

A strip of land five feet in width, beginning at existing power pole on west side of Carr Road, thence 300 feet more or less; thence 305 feet, more or less, to end of easement, said easement being located in the following described property:

West Half of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 E.W.M., thereof on file and of record at page 532 in Book 73 of Deeds, records of Skamania County, Washington.

Attach to Warranty
Real Estate Contract
Exhibit "A"

Unofficial Copy