



90174

REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 11th day of September, 1979, between MARTIN E. PYATT and MARY A. PYATT, husband and wife, and GERALD N. MONTGOMERY and WANDA L. MONTGOMERY, husband and wife, as tenants in common, hereinafter called the "seller," and WILLIAM R. BARKHIMER and DIANE GALE BARKHIMER, 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 Shamania County, State of Washington: All of Lot 19 and the east 12 feet of Lot 18 of Block One of the FIRST ADDITION TO THE TOWN OF UNDERWOOD according to the official plat thereof on file and of record at page 19 of Book A of Plats, records of Shamania County, Washington.

SUBJECT TO easements and rights of way of record, if any.

The terms and conditions of this contract are as follows: The purchase price is SIX THOUSAND----- ~~-----~~ \$6,000.00 Dollars, of which

ONE THOUSAND INTEGERS (\$1,000.00) Dollars have ~~-----~~ been paid or will be paid on closing. The sum of FIVE THOUSAND DOLLARS (\$5,000.00) shall be payable in semi-annual installments, commencing with the first payment due on or before the 11th day of March, 1980, in the sum of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00), or more at purchaser's option plus interest and ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00), or more at purchaser's option plus interest semi-annually thereafter until the balance of the 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 11th day of September, 1979. Interest payment shall be made at the same time as principal payment.

All payments to be made by cashier shall be made at Seller's address: 1536 N. W. 5th Street Pend, Oregon 97701 or at such other place as the seller may direct.

As referred to in this contract, date is September 11, 1979.

(1) The purchaser agrees to make arrangements to pay taxes, insurance, oil taxes and assessments that may be levied against the property hereinbefore mentioned. Taxes to be paid by the seller at the time of closing. The purchaser has assumed none of any mortgage, lease or other encumbrance on the above property. At closing, the purchaser agrees to pay the same before delivery.

(2) The purchaser agrees to keep the building nice and neat and agreed to do all work required to make the property fit for occupancy. The purchaser agrees to pay all expenses of maintenance, repair, insurance, taxes, water, gas, electric, telephone, heat, trash removal, etc., and to keep the property in good condition.

(3) The seller agrees to leave the property in its present condition, subject to normal wear and tear, and to remove all personal property, fixtures, equipment, tools, materials, lumber, hardware, etc., which are not part of the property. The seller agrees to leave the property in its present condition, subject to normal wear and tear, and to remove all personal property, fixtures, equipment, tools, materials, lumber, hardware, etc., which are not part of the property.

(4) This contract does not include any fixtures, equipment, tools, materials, lumber, hardware, etc., which are not part of the property. The seller agrees to leave the property in its present condition, subject to normal wear and tear, and to remove all personal property, fixtures, equipment, tools, materials, lumber, hardware, etc., which are not part of the property.

(5) This contract does not include any fixtures, equipment, tools, materials, lumber, hardware, etc., which are not part of the property.

(6) Liens or encumbrances which at the time of this contract, the purchaser is to assume, or as to which the conveyance date is to be made subject, and

(7) Any existing contracts or agreements under which seller is purchasing said real estate, and any mortgages, or other obligations, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (7) shall be deemed debts or liabilities.

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- (8) If seller's title to said real estate is subject to an existing contract or contracts under which seller is holding 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.
- (9) 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, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easement; and rights of way of record, if any.

(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 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 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 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 of 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 of attorney's fees and all costs and expenses in connection therewith, 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.

x William L. Udall *William L. Udall* (SEAL)
x Deanie Gail Backlinen *Deanie Gail Backlinen* (SEAL)
 STATE OF WASHINGTON, OREGON
 County of *Washington* (SEAL)

On this day personally appeared before me MARTIN H. PYATT, MARY A. PYATT, GERALD N. MONTGOMERY, and WANDA J. MONTGOMERY, who are known to be the individuals 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 seal this 12 day of September, 1979.

Martin H. Pyatt
 Notary Public My Seal for the State of Washington Oregon
 residing at *3000 University Avenue, Seattle, Washington*
Seattle Co., Or.

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

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

THIS SPACE RESERVED FOR RECORDER'S USE
 COUNTY OF GRANADA 1979

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, IS IN

ONE (1) COPY, WHICH WAS

AT 12:30 PM, 1979

WAS RECEIVED IN BOOK

OF *Deanie G. Backlinen* AT PAGE 782

RECORDS OF GRANADA COUNTY, WASH.

By [Signature]

COUNTY AUDITOR