



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 Skamania 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 Skamania 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

ONE THOUSAND DOLLARS (\$6,000.00) Dollars, at which the purchaser is hereby acknowledged, and the balance of the purchase price shall be paid as follows: 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.

TRANSACTION EXCISE TAX

Amount Paid \$600.00
By Taxpayer's Check

1536 N. W. 5th Street

All payments to be made hereunder shall be made to Seller's address: Bend, Oregon 97701 or at such other address as the seller may direct in writing.

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

(1) The purchaser shall at one time to pay before closing all taxes and assessments that may be between grantor and grantee hereafter before a lien be laid and as to any tax by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, or other lien and as to any other lien, or as to any payment of or agreed to purchase subject to any taxes or assessments on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees that the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the full value and to keep the same insured against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit as a condition of the contract, and to pay all premiums thereon and to deliver all policies and renewals of the same to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any extent regarding the condition of any improvements thereon nor shall the purchaser or seller be the buyers of either be held to any responsibility for alterations, improvements or repairs unless the agreement or agreement made related to the contract is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability of damage to destruction of any improvements now on said real estate or hereafter placed thereon, and of the value of said real estate or any part or part for public use, and agrees that no such damage, destruction or taking shall be subject to a lien of condemnation. In case any part of said real estate is taken for public use, the portion of the condemnation award resulting after payment of reasonable services of preparing the same shall be paid to the seller and applied as payment on the purchase price hereon, unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a pest infested agent, in process of such insurance containing with payment of the reasonable expense of preparing the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless previous effects that said purchaser shall be paid to the seller for application on the purchase price hereon.

(5) The seller has delivered, or caused to be delivered, to the purchaser a copy of the policy of title insurance in standard form, or a commitment thereon, 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 title to said real estate or of the existence of any and containing no 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 conveyance hereunder is to be made subject, 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 here to be a lien.

(6) If seller's title to said real estate is subject to an existing contract or contracts under 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 to 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 of fulfillment 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:

Easements 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 seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 12% 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 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 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.

x William P. Sullivan *Montgomery E. Pyatt* (SEAL)

x Diane Gail Burkner *Gerald N. Pyatt* (SEAL)

STATE OF ~~WASHINGTON~~ OREGON

County of ~~Washington~~ Deschutes

On this day personally appeared before me **MARTIN E. PYATT, MARY A. PYATT, GERALD N. MONTGOMERY and WANDA L. MONTGOMERY**

who are 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 official seal this 12 day of September, 1979.



WHEN RECORDED, RETURN TO

Martin E. Pyatt
Notary Public for the State of Washington Oregon
residing at Deschutes 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

SEARCHED	INDEXED
SERIALIZED	FILED
RECORDED	
COMPLETED	

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF GRAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>Joseph L. Udall</i>	
ON	<i>09-12-79</i>
AT	<i>12:30 PM</i>
WAS RECORDED IN BOOK	<i>118</i>
OF	<i>118</i>
RECORDS OF GRAMMA COUNTY, WASH.	
<i>JP Pyatt</i>	
COUNTY CLERK	