



90316

REAL ESTATE CONTRACT

BOOK 77

PAGE 880

THIS CONTRACT, made and entered into this 9th day of February, 1980
between LOUIS I. SLYTER and PATRICIA D. SLYTER, husband and
hereinafter called the "seller," and LOU E. JENKINS and CORALEE W. JENKINS
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:
The Northeast Quarter of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (NE 1/4 SW 1/4 SE 1/4); AND the West Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter (W 1/2 SE 1/4 SW 1/4 SE 1/4) of Section 26, Township 3 North, Range 7 East of the W.M., said tract containing 7 1/2 acres, more or less. Sellers to retain water rights in spring on said premises to the extent present. SUBJECT TO 10 foot easement to spring now existing, said easement being approximately 25 feet within the South boundary of said premises.

*ly in use as of the date of this contract.

The terms and conditions of this contract are as follows: The purchase price is Eighteen Thousand Five Hundred and no/100 \$18,500.00 Dollars, of which One Thousand and no/100 \$1,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

February 9, 1980	\$ 500.00 or more
March 9, 1980	\$ 500.00 or more
April 9, 1980	\$ 500.00 or more
May 9, 1980	\$ 500.00 or more
June 9, 1980	\$ 500.00 or more
July 9, 1980	\$ 500.00 or more
December 5, 1980	\$1500.00 or more
June 1, 1981	\$1000.00 or more
December 5, 1981	\$1000.00 or more
June 1, 1982	\$1000.00 or more

Payment received 2/9/80

shall continue semi-annually thereafter on June 1 and December 5 until said purchase price and interest shall have been fully paid. This contract shall not be assigned unless written approval is given by title holders. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 10% per annum from the day of February, 1980, 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 at Riverview Savings Assn., Stevenson, Wa., or at such other place as the seller may direct in writing.

February 9, 1980

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

(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 any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said 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 actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as its interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in 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 condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein 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 peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding 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 agrees 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 purchase 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 containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrance, which by the terms of this contract the purchaser is to assume, or as to which the nonpayment hereunder is to be made subject; and
- 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 an 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 to 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 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:

See the Attached Schedule

(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 then on 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.

LOUIS I. SLYTER

(SEAL)

PATRICIA D. SLYTER

(SEAL)

STATE OF WASHINGTON,
County of Skamania

COGNATE W. JENKINS

(SEAL)

On this day, personally appeared before me
Louis I. Slyter and Patricia D. Slyter

to me 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 expressed.

GIVEN under my hand and official seal this 9 day of February, 1980.

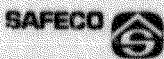
WHEN RECORDED, RETURN TO

7751

No. TRANSACTION EXCISE TAX

Amount Paid \$185.00

By Skamania County Treasurer
By [Signature]



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR
INDEXED: L
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

[Signature]

ON [Signature]

AT 3:14 P.M. FEB 10 1980

WAS RECORDED IN BOOK 77

OF [Signature] AT PAGE 191

RECORDS OF SKAMANIA COUNTY, WASH.

[Signature]

COUNTY CLERK

[Signature]

90816

BOOK 77 PAGE 182

Real Estate Contract
Slyter to Jenkins
Schedule - No. 7

a) SUBJECT TO taxes for the year 1980, in the amount of \$56.58 and \$1.61 fire patrol, which cannot be paid until February 1, 1980.

b) SUBJECT TO terms, provisions and conditions of contract of sale dated February 1, 1975 and recorded February 4, 1975 in Book 68 of Deeds, page 274, Auditor's File No. 78714, records of Skamania County, Washington.

c) SUBJECT TO easement for electric transmission and distribution line together with necessary appurtenances, granted by instrument recorded on November 9, 1970 in the office of the Recording Officer of Skamania County, under recording number 72879. Easement to the United States of America; said easement effects a 150 foot strip within the East Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter and the West Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 26, Township 3 North, Range 7 E.W.M.

d) SUBJECT TO an easement and right-of-way to Marjorie E. Carpenter as disclosed in instrument under Auditor's File No. 78714, in Book 68 of Deeds, page 274.

e) SUBJECT TO rights of the public in and to that portion of the said premises lying within the limits of Myers Road, as now established.

Louis I. Slyter

LOUIS I. SLYTER

Patricia D. Slyter

PATRICIA D. SLYTER

Lou E. Jenkins

LOU E. JENKINS

Coralie W. Jenkins

CORALIE W. JENKINS