

90339



REAL ESTATE CONTRACT
(FORM A-1954)

ADDS 177 PAGE 890

SK-11814

370-22-103

THIS CONTRACT, made and entered into this 19th day of February, 1980,

between W. ROSS SKELTON and ELIZABETH A. SKELTON, husband and wife,
hereinafter called the "seller," and CAUL L. BAUER and GABRIELE A. BAUER, husband and wife,
and DOROTHY F. PERDUE, 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:

That portion of the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 22, Township 3 North, Range 10 East of the Willamette Meridian, described as follows:
Beginning at a point South 89° 33' West 1,641.67 feet and North 00° 29' East 1,029.02 feet from the quarter corner on the East line of said Section 22; thence South 0° 29' West 30 feet; thence North 89° 38' East 321 feet, more or less, to the West line of the Southeast Quarter of the Northeast Quarter; thence Northerly along said West line to the North line of the South Half of the Northeast Quarter of said Section 22; thence Westerly along said North line 321 feet, more or less, to a point North 00° 29' East from the point of beginning; thence South 89° 38' West 250 feet; thence South 39° 40' East 387.61 feet to the point of beginning. TOGETHER WITH an easement for an access road connecting with public road known as Sooter Road.
The terms and conditions of this contract are as follows: The purchase price is TWENTY-ONE THOUSAND FIVE HUNDRED

FIVE THOUSAND FIVE HUNDRED----- is 21,500.00 Dollars, of which 5,500.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED----- is 200.00 Dollars,

or more at purchaser's option, on or before the 20th day of March, 1980

and TWO HUNDRED----- is 200.00 Dollars,

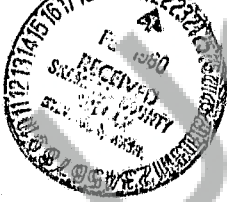
or more at purchaser's option, on or before the 20th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser (hereinafter) agrees to pay interest on the diminishing balance of said purchase price at the

rate of ten (10%) per cent per annum from the 20th 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 Seller's address: Box 103, White Salmon, WA 98672

or at such other address as the seller may direct in writing.



No. 7359
TRANSACTION EXCISE TAX

FEB 22 1980
Amo. At Paid 8.215.00

As referred to in this contract, "date of closing" shall be February 20, 1980

- (1) The purchaser assumes and agrees to pay, before closing, all taxes and assessments that may be levied against said real estate, and if by the terms of this contract the purchaser has assumed payment of any such taxes or assessments, the purchaser agrees to pay the same before closing.
- (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 his 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 of 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, in the event of loss or damage to said real estate or improvements by fire, windstorm, or other cause, and agrees that he shall be responsible for the payment of reasonable expenses of protection, 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 consideration toward the rebuilding or restoration of any improvements of the reasonable expense of procuring the same shall be deducted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.
- (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 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 containing no exceptions other than the following:
 - a. Printed general exceptions appearing in said policy of title.
 - b. Lien for one hundred dollars which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject to.
 - c. Any existing contract of contract under which seller is purchasing said real estate, and an acknowledgment of other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed a defect in title.
- (6) If seller's title to said real estate is subject to an existing contract of contract under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments as, according to the terms of said contract, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments to make shall be applied to the payments next falling due on the seller under this contract.

90339

BOOK 77 PAGE 87

7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a statutory warranty of fulfillment of the covenants hereunder 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:

(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, at or about 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, 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 terminate 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.

W. Ross Skelton

(SEAL)

Elizabeth A. Skelton

(SEAL)

Carl Bruce Gabrielle Abner

(SEAL)

STATE OF WASHINGTON,

County of Klickitat

Gertrude F. Kerdue

(SEAL)

On this day personally appeared before me **W. ROSS SKELTON and ELIZABETH A. SKELTON**

to me known to be the individual so described in and who executed the within and foregoing instrument, and acknowledged that

they

signed the same as

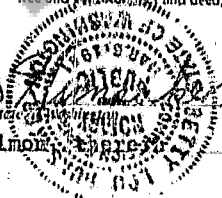
their

free and voluntary act and deed,

for the uses and purposes therein mentioned.

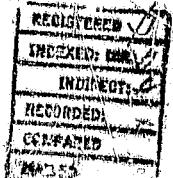
GIVEN under my hand and official seal this 19th day of February, 1980.

Betty Lou Skelton
Notary Public for and for the State of Washington
residing at White Salmon, Oregon

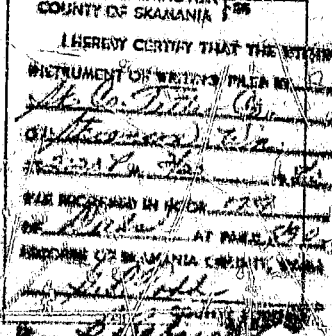


SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of



THIS SPACE RESERVED FOR RECORDER'S USE

NAME **JOSEPH L. UDALL, Attorney at Law**Address **P. O. Box 428**City/State **White Salmon, WA 98672**