

90339

REAL ESTATE CONTRACT
(FORM A-1064)

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SK-11814

3-10-22-103

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,

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; 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 Northerly 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 Scooter Road.

The terms and conditions of this contract are as follows: The purchase price is **TWENTY-ONE THOUSAND FIVE HUNDRED****\$21,500.00** Dollars, of which

the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED ----- **\$ 200.00** Dollars,or more at purchaser's option, on or before the **20th** day of **March** **1980**,**and TWO HUNDRED** ----- **\$ 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 be fully paid. The purchaser further agrees to pay interest on the diminishing balance of said sum at the rate often (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 place as the seller may direct in writing.

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

February 20, 1980

No. 7359
TRANSACTION EXCISE TAX

FEB 22 1980

Amnt Paid \$ 245.00

Skamania County Treasurer

- (1) The purchaser assumes and agrees to pay all taxes and assessments that may be levied against said real estate, and by the terms of this contract the purchaser has assumed payment of any mortgage, contract or encumbrance, or his assumption, payment of or agreed to purchase subject to, any taxes or assessments now or hereafter levied 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 its 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 he or his agent 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 insurance 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 that the purchaser or seller or the assignee 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 heretofore placed thereon, and in the taking of said real estate or part thereof, by himself or his assigns that he such damage, destruction or loss may result in a payment of reasonable expenses of removal. 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 of the real estate by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
- (5) The seller has uninsured, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or an endorsement thereto, 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 or, of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form.
- b. Liens, claims, interests which by the terms of this contract the purchaser is to assume, or in which the conveyance hereunder is to be made subject, and
- c. Any existing contract or covenants by which seller is maintaining said real estate, and payment for other obligation, which seller by this contract agrees to pay, none of which (for the purpose of this paragraph) shall be flushed defects in title.
- (6) If seller's title to said real estate is subject to an existing contract or 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 payment in accordance with the terms of said, and upon default, the purchaser shall have the right to make any payment necessary to remove the default, and any payment so made shall be credited to the payments next falling due under this contract.

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(2) 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 deed to said real estate, conveying the same thereto hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any action taken by the seller, and subject to the following:

(3) 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 commit 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, gas, telephone or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(4) 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 offset 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.

(5) 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.

(6) 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 in his address best known to the seller.

(7) 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 with such suit, and also the reasonable cost of searching records or determining 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 Mueller, Notary Public

(SEAL)

Dorothy F. Kiedur

(SEAL)

STATE OF WASHINGTON,

County of **Klickitat**

On this day personally appeared before me **W. ROSS SKELTON and ELIZABETH A. SKELTON** to me known to be the individual(s) described in and who executed the within foregoing instrument, and acknowledged that

they

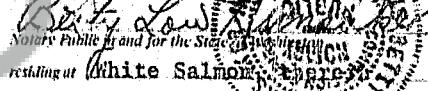
signed the same as

their

true and voluntary and deed,

for the uses and purposes therein mentioned.

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



SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME: **JOSEPH L. NDALL, Attorney at Law**

ADDRESS: **P. O. Box 428**

CITY AND STATE: **White Salmon, WA 98672**

REGISTERED
INDEXED
SERIALIZED
RECORDED
COPIED
FILED

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT IS A TRUE COPY

OF THE ORIGINAL WHICH IS IN MY POSSESSION

AT THE ADDRESS STATED ON THE INSTRUMENT

AND IS IN MY SKAMANIA COUNTY OFFICE

JOSEPH L. NDALL, Attorney at Law