

90438

BOOK 77

PAGE 275

6-28-89

EXEMPT

REAL ESTATE CONTRACT

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Clark County Auditor

By *R. K. King*

THIS CONTRACT made and entered into this 14th day of February, 1980

between KENNETH B. HUDDLESTON, DBA: EVERGREEN REALTY

hereinafter called the "seller," and RANDY L. WILSON AND JANET E. WILSON, husband and wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase the following described

real estate, with the appurtenances, in Clark and Skamania

County, State of Washington:

CLARK COUNTY

A tract of land in the Northeast quarter of the Southeast quarter of Section 17, Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a point 354 feet North of the Southeast corner of the Northeast quarter of the Southeast quarter of the above described legal subdivision; thence North along the East boundary line of above stated Section, 294 feet; thence West 294 feet parallel with the South boundary line of the Northeast quarter of the Southeast quarter of above described property; thence South 294 feet parallel with the East boundary line of above stated Section; thence East 294 feet to the point of beginning.

EXCEPT any portion lying within N.E. 412th Avenue.

SUBJECT TO AND TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities over and across the North 30 feet of the above described property.

SKAMANIA COUNTY

A tract of land located in the Northwest quarter of the Southwest quarter of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of the Northwest quarter of the Southwest quarter of the said Section 18; thence East along the South line of said subdivision 100 feet, more or less, to intersection with the center line of an existing road designated as County Road No. 11 thence following the center line of said road in a Northerly direction 700 feet, more or less, to its intersection with the East line of said Section 18; thence South to the point of beginning.

EXCEPT the South 354 feet thereof.

SUBJECT TO AND TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the North 30 feet of the above described property.

90438

DEPARTMENT OF REVENUE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR INSTRUMENTS FILED BY

Shirley D. Smith

OF *Skamania County*

AT *11:00 A.M.* 11, 1980

WAS RECORDED IN BOOK *77*

OF *Book* AT PAGE *275*

RECORDS OF SKAMANIA COUNTY, WASH.

W. P. King

COUNTY AUDITOR

RECORDED	INDEXED	FILED	RECORDED	INDEXED	FILED
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17) 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, 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:

Subject to easements, restrictions and reservations of record.

(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 _____ 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.

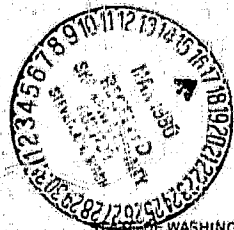
(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may and will declare all the purchaser's 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-entire 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 but not limited 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 sum 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 rendered, 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 cost of searching records to determine the termination 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.



STATE OF WASHINGTON.

County of CLARK

On this day personally appeared before me

KENNETH D. WHIDLESTON

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

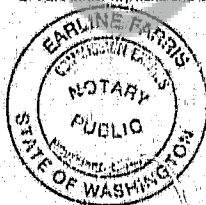
he signed the same as

his

free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of February, 1980



Notary Public in and for the State of Washington
residing at Vancouver

FIRST AMERICAN TITLE CO.

MON 2 13 1980

11:00 PM

SENTRY GUARANTEE & ESCROW, INC.

THIS SPACE RESERVED FOR RECORDER'S USE

Escrow No. 2563

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

FILED
FEB 11 1980
FEB 11 12 21 PM '80
RON L. ZAHLER