

90728

BOOK 76 PAGE 194

(7) The seller, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a satisfactory warranty deed through heretofore taken for public use, free of encumbrances except any that may attach after date of closing through any action other than the seller, and subject to the following:

EASEMENTS AND ANY EXCEPTIONS 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 quiet title and to have the same 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 reconstruction 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 if, save 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 the day 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-sell and take possession of the real estate, and no release 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 forfeitures and termination of purchaser's rights shall be made by United States Mail, postage and paid, return receipt requested, directed to the purchaser's last address set forth in the deed.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including the right 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 the sum of any judgment or decree entered in such suit.

If the seller shall bring suit to enforce the termination of the purchaser's rights hereunder, and judgment is 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 responsibility of securing records to determine the condition of title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

WITNESS WHEREOF, the parties hereto have executed this instrument in the state here written above.

[Handwritten signatures and names]
 (SEAL)
 (SEAL)
 (SEAL)
 (SEAL)

OREGON
 STATE OF
 County of MULTNOMAH

On this day personally appeared before me **DALE E. JONES AND TERESA J. JONES AND MELVIN L. EADES AND DORIS J. EADES**

known to me to be the individuals described, and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 23rd day of APRIL, 1980

No. 7498
TRANSACTION EXCISE TAX

MAY 1980
 Amount Paid \$ 301.00

Susquehanna County Treasurer
 CASH RECEIVED FOR TRANSACTION EXCISE TAX



Filed for Record at Request of

NAME MEL EADES
 OFF C U W

NOTARY PUBLIC for the State of OREGON
 My Commission Expires 7-28-81
 PORTLAND, OREGON

REGISTERED	
INDEXED	
FILED	
RECEIVED	
COMPARED	
INDEXED	

THIS SPACE RESERVED FOR RECORDER'S USE
 COUNTY OF SUSQUEHANNA
 I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS CORRECTLY FILED BY
 OF
 AND
 HAS BEEN RECORDED IN BOOK 76 PAGE 194

or more at purchaser's option, on or before the **25th** day of each succeeding calendar month until the purchase price shall have been fully paid. The purchaser further agrees to pay interest on the declining balance of said purchase price at the rate of **9 5/4** per cent per annum from the **13th** day of **APRIL**, 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 or at such other place as the seller may direct in writing.



As referred to in this contract, "date of closing" shall be **APRIL 25, 1980**

(10) The purchaser assumes and agrees to pay before delivery of the deed and instruments that may be hereafter granted and practice hereafter become a lien on said real estate, and if by the terms of this deed, and the purchaser has assumed payment of any mortgage, contract or seller's encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments more than on said real estate, the purchaser agrees to pay the same before delivery.

(11) 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 against fire or damage by theft and vandalism in a company acceptable to the seller and for the seller's benefit, at his interest may require, and to pay all premiums (thereof and to deliver all policies and receipts) thereof to the seller.

(12) The purchaser agrees that full execution 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 heirs of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement recited on a contained herein or is in writing and attached to and made a part of this contract.

(13) The purchaser assumes all liability for the destruction of any improvements on said real estate or hereafter placed thereon, and in the taking of said real estate or any part thereof for public use and agrees that no willful damage, destruction or taking shall constitute a taking for public use. In case of a taking for public use, the portion of the consideration for the purchase price shall be paid to the seller as a payment on the purchase price. However, unless the purchaser agrees to pay the reasonable expenses of protecting the same shall be paid to the seller as a payment on the purchase price. However, unless the purchaser agrees to pay the reasonable expenses of protecting the same shall be paid to the seller as a payment on the purchase price. However, unless the purchaser agrees to pay the reasonable expenses of protecting the same shall be paid to the seller as a payment on the purchase price.

(14) 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 the **CCC 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 as of the date of closing and containing no exceptions other than the following:

- Any general encumbrance affecting said policy.
- Any or all encumbrances which are not shown on the contract or the purchase price or to which the encumbrances hereunder is to be made subject, and
- Any existing contract or contract in effect which is in 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 (14) shall be deemed to be defects in title.

(15) If seller is to said real estate is subject to an existing contract or contracts, under which there is purchasing said real estate, or any mortgage or other obligation, or which seller agrees to make payments or encumbrances on 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 then falling due on the said real estate.

TL-45 PG 0025

Lot No. 1 West Fork Estates I, In Sec. 20 T. 2N, R 5E, Wn, Skamania County, Washington
SUBJECT TO A NON-EXCLUSIVE 40 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED CENTER LINE IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN IN SKAMANIA COUNTY, WASHINGTON:

COMMENCING FROM A POINT THAT IS SOUTH 00° 34' 41" EAST, 723.02 FEET AND NORTH 01° 25' 19" EAST, 1603.18 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER AS MEASURED ALONG THE SOUTH LINE AND NORMAL TO IT, SAID POINT BEING THE CENTER OF A 50 FOOT CUL-DE-SAC AND TERMINUS OF AN EASEMENT DESCRIBED IN THE AUDITOR'S FILES BOOK 77, PAGE 641-644;
THENCE SOUTH 52° 10' 23" EAST, 50.0 FEET; THENCE SOUTH 49° 44' 30" EAST, 233.84 FEET TO THE SOUTH LINE OF LOT 1 OF WEST FORK ESTATES I, RECORDED IN VOL. 1, PAGE 219 AND THE END OF THIS EASEMENT.

of the said estate being put to proof as a condition of the termination of the parties' rights hereunder, and judgment is so entered, the said parties agree to pay a reasonable sum as attorney's fees and all costs and expenses of litigation with such - it, and also the reasonable cost of printing, records to determine the condition of life at the date such suit is commenced, which sums may 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.

OREGON
STATE OF WASHINGTON.

County of MULTNOMAH

On this day personally appeared before me **DALE E. JONES AND TERESA H. JONES AND MELVIN L. EADES AND DORIS J. EADES** to my known to be the individual 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 contained.

GIVEN under my hand and official seal this **23RD** day of **APRIL, 1980**

No. **7438**

TRANSACTION EXCISE TAX

MAY 1 1980

Amount Paid \$ **300.00**

Skaggs County Insurance
SAFECO FIRE INSURANCE COMPANY.



SAFECO

Filed for Record at Request of

NAME **MEL EADES**

ADDRESS **233 S.W. FRONT**

CITY AND STATE **PORTLAND, OREGON 97204**

NOTARY PUBLIC
Notary Public in and for the State of OREGON
OFFICE AT **PORTLAND, OREGON**
MY COMMISSION EXPIRES **7-20-81**

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF WASHINGTON
COUNTY OF SKAGANAWA

FILED	INDEXED
RECORDED	COMPARSED
INDEXED	

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILES AT
10-10-80
OF **10-10-80**
AT **3:00 P.M. 5/11**
WAS RETURNED IN BOOK **78**
ON **APRIL** AT PAGE **123**
RECORDS OF SKAGANAWA COUNTY, WASH.
COUNTY CLERK
W. H. H. H.