



THIS CONTRACT, made and entered into this 17th day of November, 1980

between MICHAEL R. HUGHES and YVONNE M. HUGHES, husband and wife,

hereinafter called the "seller," and V. E. SEAGER, as an individual, and DIANA KISKIE, as an individual, but as partners, 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:

A tract of land in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of the said Section 20 South 660 feet from the Northeast corner thereof; thence West 430 feet; thence South 100 feet; thence East 430 feet to said East line; thence North 100 feet to the point of beginning;

EXCEPT the West 200 feet as described in Book 76 at Page 130 sold to the United Telephone Company of the Northwest, an Oregon corporation.

The terms and conditions of this contract are as follows: The purchase price is Fifty-seven-thousand and No/100

----- \$ 57,000.00 Dollars, of which Fifteen-thousand and No/100 ----- \$ 15,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: The sum of

Three-hundred-fifty-two and 47/100 ----- \$ 352.47 Dollars, or more at purchaser's option, on or before the 10th day of December 1980

and Three-hundred-fifty-two and 47/100 ----- \$ 352.47 Dollars, or more at purchaser's option, on or before the 10th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of nine (9) percent per annum from the 10th day of December 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 Columbia Gorge Bank or at such other place as the seller may direct in writing.

The parties shall share the costs of an escrow account with payments therefore to be deducted from the escrowed payments after the first year.

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November 17, 1980

As referred to in this contract, "date of closing" is the date of November 17, 1980.

(1) The purchaser agrees to pay before closing all taxes and assessments that may be levied against the property and to pay before closing all taxes and assessments that may be levied against the property and to pay before closing all taxes and assessments that may be levied against the property.

(2) The purchaser agrees, upon the closing of this contract, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire, lightning, theft, and all other perils, and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees, upon the closing of this contract, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire, lightning, theft, and all other perils, and to deliver all policies and renewals thereof to the seller.

(4) The purchaser agrees, upon the closing of this contract, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire, lightning, theft, and all other perils, and to deliver all policies and renewals thereof to the seller.

(5) The purchaser agrees, upon the closing of this contract, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire, lightning, theft, and all other perils, and to deliver all policies and renewals thereof to the seller.

(6) The purchaser agrees, upon the closing of this contract, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire, lightning, theft, and all other perils, and to deliver all policies and renewals thereof to the seller.

(7) The purchaser agrees, upon the closing of this contract, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire, lightning, theft, and all other perils, and to deliver all policies and renewals thereof to the seller.

(8) The purchaser agrees, upon the closing of this contract, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire, lightning, theft, and all other perils, and to deliver all policies and renewals thereof to the seller.

(9) The purchaser agrees, upon the closing of this contract, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire, lightning, theft, and all other perils, and to deliver all policies and renewals thereof to the seller.

(10) The purchaser agrees, upon the closing of this contract, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire, lightning, theft, and all other perils, and to deliver all policies and renewals thereof to the seller.

(11) The purchaser agrees, upon the closing of this contract, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire, lightning, theft, and all other perils, and to deliver all policies and renewals thereof to the seller.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to sell and deliver to

purchase a statutory warranty

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:

used in said real estate, excepting any

Easements and restrictions 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 building 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 this 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 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 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.

Michael R. Hughes

ISEAL

Yvonne M. Hughes

ISEAL

V. E. Seager

ISEAL

Diana Kuskie

ISEAL

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me **MICHAEL R. HUGHES, YVONNE M. HUGHES, V. E. SEAGER and DIANA KUSKIE**

to me known to be the individual **3** described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as **their** and are voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **17** day of **November, 1980.**

7842

No.

TRANSACTION EXCISE TAX

NOV 21 1980

Amount Paid **2507.10**

Skamania County Treasurer

By *[Signature]*



SAFECO

Filed for Record at Request of

SAFECO TITLE INSURANCE COMPANY

Registered
Indexed, Dr.
Indirect
Recorded
Mailed

THIS INSTRUMENT WAS FILED FOR RECORD IN THE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF DEEDS, FILED BY

[Signature]

OF *[Signature]*

AT 11:20 A.M. 11/26/80

WAS RECORDED IN BOOK 77

OF *[Signature]* AT PAGE 25

RECORDS OF SKAMANIA COUNTY, WASH.

[Signature]

COUNTY CLERK

BOOK 77 PAGE 25

NAME **JUAN THOMAS DAY**

ADDRESS **P. O. Box 401**

CITY AND STATE **Stevenson, WA 98658**