



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 KIEKIE, 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 (NW1/4 NE1/4) 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 (NW1/4 NE1/4) 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 70/100

----- \$ 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) per cent 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 therefor to be deducted from the escrowed payments after the first year.



November 17, 1980

As referred to in this contract, "time beginning" is all of November 17, 1980

(1) The purchaser agrees to pay before closing all taxes and assessments that may be levied against grantor and grantee hereafter (except a lien for real estate taxes) and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien against real estate, the purchaser agrees to pay the same before closing.

(2) The purchaser agrees, upon the purchase price being fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire or damage by both fire and water 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 receipts therefor to the seller.

(3) The purchaser agrees that all conditions of said escrow account have been made and that neither the seller nor his agents shall be held in any covenant respecting the delivery of any improvements thereon nor shall the purchaser or seller or the agents of either be held to any covenant or agreement for abatement, depreciation and repairs unless the same are in a recorded instrument or agreement in writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability for damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price hereon 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 situated thereon. In case of damage or destruction from a peril insured against, the proceeds of such insurance or remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless the seller elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

(5) The seller has delivered to, and agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance, a standard form, or a comparable one thereto, issued by S&PFG Title Insurance Company, insuring the purchaser to the full amount of the purchase price against loss or damage to the real estate by reason of defect in title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Prior general exceptions appearing in said policy form;
- b. Loss or encumbrances 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 or contracts under which either a purchasing said real estate and any mortgage or other obligation, which a lien by the state and against the same, none of which for the purpose of this paragraph (5) shall be deemed defects in title's title.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Skamania, State of Washington, this 17th day of November, 1980.

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

purchase a statutory warranty deed in 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:

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 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 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

W. 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, W. E. SEAGER and DIANA KUSKIE

to me known to be the individual(s) 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 17 day of November, 1980.

W-7842

No. _____

TRANSACTION EXCISE TAX

NOV 21 1980

Amount Paid \$ 527.10

Skamania County Treasurer

By *[Signature]* County Treasurer

[Signature]
Notary Public for the State of Washington
Residing at Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Registered
Indexed, Direct
Indirect
Recorded
Mailed

THIS INSTRUMENT WAS FILED FOR RECORD IN THE COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY *John Thomas Day* OF *Stevenson, WA* AT 11:26 a.m. *11/26* 1980 WAS RECORDED IN BOOK *79* OF *Reed* AT PAGE *25* RECORDS OF SKAMANIA COUNTY, WASH.

[Signature]
COUNTY CLERK

NAME: JOHN THOMAS DAY

ADDRESS: P. O. Box 401

CITY AND STATE: Stevenson, WA