

REAL ESTATE CONTRACT

SK-18296

A-1603

THIS CONTRACT, made and entered into this 5th day of March, 1981,

between Richard A. Dyer and Raquel P. Dyer, husband and wife

hereinafter called the "Seller" and Leonard M. Holzman and Linda L. Holzman, husband and wife

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:

That portion of the following described property lying Northwesterly of the center line of Panther Creek; a tract of land located in the Southwest quarter of the Southeast quarter of Section 25, Township 4 North, Range 7-1/2 East of the Willamette Meridian; described as follows:

Beginning at the Southwest corner of the Southeast quarter of Section 25; thence North 660 feet; thence East 330 feet; thence South 660 feet; thence West 330 feet to the point of beginning.

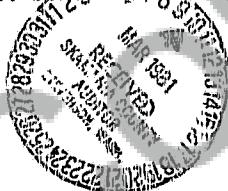
ALSO KNOWN as Lot 1 of James I. Mason Short Plat recorded September 27, 1977, under auditor's file no. 84953, in Book 2 of Short Plats, at page 15-15A, records of Skamania County, Washington.

SUBJECT TO a 20 foot easement for ingress, egress, and utility purposes across Lot 1 of James I. Mason Short Plat recorded September 27, 1977, in Book 2 on page 15A Skamania County Plat Records.

The terms and conditions of this contract are as follows. The purchase price is Nine Thousand Five Hundred and No/100 (\$9,500.00) Dollars, of which One Thousand Five Hundred and No/100 (\$1,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Five and 73/100 (\$105.73)	Dollars, or more at purchaser's option, on or before the 5th day of April, 1981,
and One Hundred Five and 73/100 (\$105.73)	Dollars, or more at purchaser's option, on or before the 5th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser in either case to pay interest on the diminishing balance of said purchase price at the rate of ten per cent per annum from the 15 th day of March, 1981, which interest shall be deducted from each installment payment and the balance of each payment applied to reduction of principal.

All payments to be made hereunder shall be made at 7005 S.E. 15th Avenue, Vancouver, WA 98664 or at such other place as the seller may designate in writing.



8074

No.

TRANSACTION EXCISE TAX

MAR 1 1981

Amount Paid... \$25.00

Skamania County Treasurer

By Richard A. Dyer C.R.As referred to in this contract, "date of recording" shall be the date of recording.
 Transaction in compliance with Oregon title division regulations
Skamania County Recorder - By:

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may now or between grantor and grantee become a lien on said real estate; 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 or then 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 intact, to the actual cash value thereof against loss or damage by both fire and windstorm in a manner 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 renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser be liable for the amount of either or 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 or said real estate as 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 entitle a claim 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 herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or repair of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance 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 purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) 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 therefore, issued by Fidelity National 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 as of the date of closing and containing no exceptions other than the following:

a. Related general exceptions appearing in said policy form;

b. Liens 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; and

c. Any existing contracts or contracts under which seller is 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 (5) shall be deemed defects in seller's title.

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302-1740

(6) Seller's title to said real estate is subject to an indebtedness or encumbrance under this contract, including void entries, or any other encumbrance, which might be lawfully made or entered upon the title to said real estate under the laws of the State of Washington, and upon default, the vendee shall have the right to cancel such encumbrance or to convey the title, but no payment or instalment shall be required to the vendor's next following day after such a cancellation.

(7) The seller agrees upon receiving full payment of the purchase price and interest in the sum set above specified, to resell and deliver to purchaser a statute warranty, subject to all liens, dated to 1st real year, containing only just and honest taken by the public and free of encumbrances except any that may attach after date of closing through or past either than the seller, and subject to the following:

- (1) **Emeasement of record;**
- (2) **The rights of the public in and to that portion of McQueen Road, County Road No. 22780.**

(8) Under a different date it 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 purchase is not in default hereunder. The purchaser covenants to keep the buildings and other improvements in said real estate in good repair and not to permit waste and not to allow 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 for 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 its performance any condition or agreement hereof or to make any payment required hereunder precisely at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon so 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 as waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Servic 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, but 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 not to exceed \$1,000.00, in connection with such suit, which amount shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the title to the property rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum, as attorney's fees and costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title to the property, and it is understood, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this last day of the month written above,

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Richard A. Dyer and Rachel P. Dyer
 whom I know to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledge, that
Elizabeth M. Holzmann signed the same as their free and voluntary act and deed, for the uses and purposes
 therein mentioned.

Subscribed under my hand and official seal this

20th day of March, 1981.

Karen Key Anderson
 Notary Public in and for the State of Washington,

noting at Vancouver

CHASING NATIONAL
 TITLE INSURANCE

ATCOR CIR LIBRARY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

THIS SPACE RESERVED FOR RECORDER'S USE	
STATE OF WASHINGTON, I, SS.	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<u>Richard A. Dyer</u>	
OF <u>Chase National Title</u>	
AT <u>1301 1/2 Main</u> <u>10:30 AM</u> <u>10/81</u>	
WAS RECORDED IN BOOK <u>72</u>	
OF <u>Chase National</u> AT PAGE <u>4660</u>	
RECORDS OF SHAMANIA COUNTY, WASH.	
<u>Linda L. Holzmann</u>	
COUNTY AUDITOR	
RECORDED BY <u>Richard A. Dyer</u>	
DEPOXY	

Received
 Recorded
 Indexed
 Subject
 Research
 Mailed