

SAFECO

SI 1035

THIS CONTRACT, made and entered into the 10th day of March, 1981,
 between MORLINE J. ROSENBACH and DOLLY ROSENBACH, husband and wife
 hereinafter called the "Seller," and JOY J. BATTEY and ETHEL M. BATTEY, husband and wife
 hereinafter called the "Purchaser."

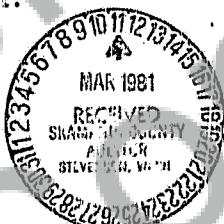
WITNESSETH That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described lot, certain, with the appurtenances, in Skamania County, State of Washington:

Lot 6 of ROSENBACH'S CORNERS, according to the official plat thereof on file and of record in Book "B" of Plats, page 40, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Eight Thousand Five Hundred and no/100----- (\$ 8,500.00) Dollars, of which Two Thousand One Hundred Twenty-Five and no/100---- (\$ 2,125.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Thirty-Four and 93/100 (\$134.93) Dollars, or more at Purchasers' option, on or before the 15th day of April, 1981, and One Hundred Thirteen and 93/100 (\$134.93) Dollars, or more at Purchasers' option, on or before the 15th 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 March, 1981, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Revised
Inden.
Indirect
Recorded
Mailed



8076
No.
TRANSACTION EXCISE TAX

MAR 1 1981
Amount Paid... \$ 850.00

Skamania County Treasurer
By M. J. Battey, Esq., Atty.

All payments to be made herein or shall be made at Riverview Savings Association, Stevenson, WA or at such other place as the seller may direct in writing. 98648

As referred to in this contract, "date of closing" shall be March 10, 1981.

(1) The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between Seller and Grantee hereafter become due on said real estate; and if by the terms of this contract the Purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now or hereafter existing 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 insured to the actual cash value (net) against loss or damage by both fire and windstorm in a company acceptable to the Seller and for the Seller's benefit, at 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 assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the Purchaser or Seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement rolled 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 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 herein 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 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 improvement(s) within a reasonable limit, 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 10 days of the date of closing, a Purchaser's policy of title insurance in standard form, or a commitment thereto, issued by SAIFEST 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. Printed general exceptions appearing in said policy form.
- b. Liens or encumbrances, which by the terms of this contract the Purchaser is to assume, or is to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which Seller is purchasing said real estate, old 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.

(7) It is agreed that if said real estate is subject to any existing contract or easement under which any other individual, corporation, association or other organization which agrees to pay, will be entitled to have such possession for the benefit of and to the use of and upon the terms and upon the conditions which the seller shall have, you right to make any necessary arrangements therewith. The defences, if any, of the seller against any such claim shall be applied to the payment or debt owing due the seller upon this instrument.

(8) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to a purchaser a statutory warranty Fulfillment, deed to said real estate, excepting any interest of hereafter taken for public use, free of encumbrances except any that may attach after day of closing through any person other than the seller, and subject to the following:

Waiver of claims for damages on the face of the plat, filed under Auditor's File No. 89760.

(9) 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 purposes. The purchaser covenants to pay all utilities, 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.

(10) 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 to seller on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(11) 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, legal or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may exercise all the purchaser's rights hereunder, terminate, and upon his doing so, all payments made by the purchaser heretofore, and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to 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 shall be made, not in or other paper 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.

(12) 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 sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure 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 sum 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.

Morline J. Rosenbach (SEAL)
MORLINE J. ROSENBACH

Dolly Rosenbach (SEAL)
DOLLY ROSENBACH

Floyd J. Battey (SEAL)
FLOYD J. BATTEY

Ethel M. Battey (SEAL)
Ethel M. Battey

STATE OF WASHINGTON,
County of Skamania }
 } st.

On this day personally appeared before me Morline J. Rosenbach and Dolly Rosenbach
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 true and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of March, 1981.

WHEN RECORDED, RETURN TO

Beckon
Notary Public in and for the State of Washington
residing at Stevenson

Morline and Dolly Rosenbach
Smith-Beckon Road
Carson, WA 98610



SAFECO TITLE INSURANCE COMPANY

Filled for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

THIS PAGE RESERVED FOR RECORDER'S USE	
COUNTY OF SKAMANIA, WA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
SKAMANIA COUNTY TITLE CO.	
OF <u>ATTORNEY</u> (W)	
AT 313 BLM, (MAD) 11, 1981	
WAS RECORDED IN BOOK #77	
OF <u>REC'D.</u> AT PAGE <u>462</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
By <u>DR. Messmer</u>	