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SAFECO

REAL ESTATE CONTRACT
(FORM A-1964)

123-84

THIS CONTRACT, made and entered into this 28th day of February, 1981

between LOUIS I. SLYTER and PATRICIA M. SLYTER, husband and wife

hereinafter called the "seller," and SCOTT W. TREZONA and DARCAS L. TREZONA, 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:

Lot 3 of SLYTER'S ACRES according to the official plat thereof on file and of record in Book "B" of plats at page 46, records of Skamania County, Washington.

TOGETHER with use of water from existing spring and water pipe on adjacent property of sellers to the south until September 1, 1981, on which date said use shall terminate.

RECEIVED MAR 6 1981 AUDITOR

The terms and conditions of this contract are as follows: The purchase price is Twenty-three Thousand and no/100---------- $23,000.00 Dollars, of which Four Thousand Five Hundred and no/100 $4,500.00 Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two Hundred Sixty-Five and 43/100---------- $265.43 Dollars, or more at purchaser's option, on or before the 1st day of April 1981

and Two Hundred Sixty-Five and 43/100---------- $265.43 Dollars, or more at purchaser's option, on or before the first 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 12 per cent per annum from the 28th day of February 1981 which interest shall be deducted from each payment and the balance of each payment applied to the reduction of principal.

All payments to be made hereunder shall be made at Box 1 R.R. 1 20R Manning Road, Stevenson, WA 98648 or at such other place as the seller may designate in writing.

One Thousand and no/100 ($1,000.00) of the amount receipted herein is represented by a note of even date executed by the purchasers herein and payable to sellers.

It is expressly agreed that this contract shall not be valid or unforceable as between the parties until the encumbrance referred to in paragraph 3 of Skamania County Title Insurance Company's Commitment No. SK12184 is eliminated by the recording of a correction real estate contract prior to the recording of this contract.

Accepted subject to the terms and conditions stated above: February 28, 1981

(1) The purchaser assumes and agrees to pay before delinquent, all taxes and assessments that may, as between grantor and grantee, become a lien on said real estate and after the execution of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance on said real estate and if the purchaser has assumed payment of an agreement to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees that the purchase price is for the land and improvements as it now stands, and that the buildings now and hereafter placed on said real estate are not to be injured or removed therefrom during the term of this contract, and the said improvements are to be kept in a tenantable condition and repaired as the same may require, and to pay all general taxes, the after and to deliver an abstract showing the same to the seller.

(3) The purchaser agrees that full insurance of said real estate has been made and that hereafter the said insurance shall be held to the seller, respecting the condition of any improvements thereon and that the purchaser or assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement be in writing and signed by the seller, or unless it be made a part of this contract.

(4) The purchaser assumes all risk of damage to any such buildings, improvements now or said real estate or hereafter placed thereon, and if the taking of said real estate or any part thereof for a public use, and agrees that such damage, construction or taking shall not abate or diminish any of the obligations of the purchaser under this contract, and if any part of said real estate is taken for public use, the portion of the condemnation award remaining after the payment of reasonable expenses of procuring the same shall be paid to the seller and shall be a credit upon the purchase price hereof, or the seller may, at his option, apply the same or a portion of such condemnation award on the note referred to in paragraph 1 hereof, or to any other indebtedness of the purchaser to the seller, or a portion of such condemnation award on the note referred to in paragraph 1 hereof, or to any other indebtedness of the purchaser to the seller, or a portion of such condemnation award on the note referred to in paragraph 1 hereof, or to any other indebtedness of the purchaser to the seller, or a portion of such insurance remaining after the payment of the reasonable expense of procuring the same shall be devoted to the reconstruction or rebuilding of such improvements within a reasonable time, if the seller shall elect to do so, and the balance of such insurance shall be paid to the purchaser since hereof.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a short form policy of title insurance on said real estate, or a commitment therefor, issued by SAFECO Title Insurance Company, showing the purchaser to be the full amount of said purchase price hereof, or a commitment therefor, issued by SAFECO Title Insurance Company, showing the purchaser to be the full amount of said purchase price hereof, and the seller agrees to deliver a deed to said real estate as of the date of closing and conveying an estate free from all encumbrances other than the following:

a. Reserved easements existing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or to which the conveyance is hereby made subject; and

c. Any existing contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which none by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and seller defaults, 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 next falling due the seller under this contract.

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(6) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a statutory warranty full-filment deed to said real estate, subject only to those matters set forth herein and those hereafter taken for public use, free of all encumbrances except, if any, that may arise after date of closing through any person other than the seller, and subject to the following:

None

(7) 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.

(8) 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 rights 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 prepaid, return receipt requested, addressed to the purchaser at 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 right hereunder and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fee, 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.

Patricia M. Slyter (SEAL)
PATRICIA M. SLYTER

Louis L. Slyter (SEAL)
LOUIS L. SLYTER

Scott W. Trezona (SEAL)
SCOTT W. TREZONA

Darcas Trezona (SEAL)
DARCAS L. TREZONA

STATE OF WASHINGTON,
County of Okanogan } ss.

On this day personally appeared before me Patricia M. Slyter and Louis L. Slyter to me known to be the individuals 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 28th day of February, 1981

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

8082
No.
TRANSACTION EXCISE TAX
MAR 13 1981
Amount Paid $ 124.00
Okanogan County Treasurer
By [illegible]
SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

Registered
Indexed, Dir.
Indexed, Rev.
Recorded
Mailed

NAME
ADDRESS
CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON } ss
COUNTY OF OKANOGAN
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Safeco Title Co.
OF Okanogan Co.
AT 1:00 M. MAR 13 1981
WAS RECORDED IN BOOK 79
OF Deeds AT PAGE 448
RECORDS OF OKANOGAN COUNTY, WASH.
[illegible]
COUNTY AUDITOR
By [illegible] DEPUTY

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