



91721

REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 79 PAGE 50

THIS CONTRACT, made and entered into this 25th day of November, 1980  
between LEONARD T. FOSTER and RUBY J. FOSTER, husband and wife  
hereinafter called the "seller," and DAVID M. SCHULZE and ELAINE G. HUSEBY, both single  
persons  
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  
Lot 8 of FOSTER'S ADDITION, according to the official plat thereof  
on file and of record at page 33 of Book B of Plats, records of  
Skamania County, Washington.

SUBJECT to Public Utility District easement over the Souther-  
ly 5 feet of said Lot 8.  
SUBJECT to exceptions and reservations contained in deed from the  
State of Washington recorded in Book Q of Deeds, Page 175,  
records of Skamania County, Washington.  
SUBJECT to 40 foot right of way for private road known as Gordon  
Road, as delineated on the face of the Plat.  
SUBJECT to covenants pertaining to said FOSTER'S ADDITION, as  
recorded 8-29-77 under Skamania County Auditor's File No. 84758.

The terms and conditions of this contract are as follows: The purchase price is Ten Thousand and no/100----

Two Thousand and no/100----- (\$10,000.00) Dollars, of which  
is 2,000.00 Dollars: pre  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Forty and 27/100----- (\$127.40) Dollars,

or more at purchaser's option, on or before the 31st day of December 1980  
and One Hundred Forty and 27/100----- is 127.40----- Dollars,

or more at purchaser's option, on or before the 31st 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 Eight (8) per cent per annum from the 25th day of November 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 P.O. Box 416, Stevenson, Washington 98648  
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be

November 25 1980

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee  
hereafter 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 a lien 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 building now and hereafter placed on said real estate insured to  
the actual cash value thereof against loss or damage by both fire and windstorm 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 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 restricting the condition of any improvements thereon nor shall the purchaser, or seller or the assigns of either be held to 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 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 in 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 hereunder 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 improvements within a reasonable  
time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereunder.

(5) The seller agrees to deliver to the purchaser a policy of title insurance in standard  
form, or a commitment therefor, issued by SAFE CO 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:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrance 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
- Any existing contract 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 defect 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 upon default,  
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.



17) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to 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:

**fulfillment**

1. Public Utility District easement over the Southerly 5 feet of said premises.
2. Exceptions and reservations contained in deed from the state of Washington recorded in Book Q of Deeds, Page 175, records of Skamania County, Washington.
3. 40 foot right of way for private road known as Gordon Road, as delineated on the face of the plat.
4. Covenants pertaining to said Foster's Addition, as recorded 8-29-77 under Skamania County Auditor's File No. 84758.

(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 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, gas, sewage 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 a 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 this contract and termination of same now a right 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 on here.

LEONARD T. FOSTER

RUBY J. FOSTER

DAVID M. SCHULZ

ELAINE G. HUSEBY

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me Leonard T. Foster and Ruby J. Foster, husband and wife,

to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they

free and voluntary act and deed,

for the uses and purposes therein made.

GIVEN under my hand and official seal this 21st day of November, 1980.

7862

TRANSACTION EXCISE TAX

DEC 5 1980

Amount Paid \$120.00

Skamania County Treasurer  
W. J. Chambers, Jr.  
SAFECO TITLE INSURANCE COMPANY

91721



SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

Registered ☒  
Indexed, Dir. ☒  
Indirect ☒  
Recorded ☒  
Mailed ☒

THIS SPACE RESERVED FOR RECORDER'S USE  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF RECORD WAS FILED BY  
*Stephane G. Rytzel*  
OF *Stevenson*  
AT 10:30 AM 12-5-80  
WAS RECEIVED IN BOOK 79  
IN DEEDS AT PAGE 50-1  
RECORDS OF SKAMANIA COUNTY, WASH.  
*Stephane G. Rytzel*  
COUNTY AUDITOR