

58704
REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 79 PAGE 594

THIS CONTRACT, made and entered into this _____ day of April, 1981,

*between ANTHONY G. MALELLA, a single person, and DENISE STEWART, a single person, as
tenants in common, and
hereinafter called the "Seller," and
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.

Lots 1 and 2 of Mike Knobell's Short Plat recorded in Book 2 of Short Plats, at Page 199, under Auditor's File No. 91866, recorded on January 7, 1981, records of Skamania County, Washington.

Said parcels of land located in the Southwest Quarter of the Southwest Quarter of Section 10, Township 3 North, Range 10 East of the Columbia Meridian.

SUBJECT TO easements of record.

The terms and conditions of this contract are as follows: The purchase price is \$5,000.00 THOUSAND-----

FIVE THOUSAND----- \$5,000.00 1 Dollars, of which
been paid the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE HUNDRED FIFTY----- \$350.00 1 Dollars,
or more at the rate of one percent per month before the 13th day of May 1981

and THREE HUNDRED FIFTY----- \$350.00 1 Dollars,
or more at the rate of one percent per month before the 13th day of each succeeding calendar month until the balance of said purchase price is paid in full.

rate of twelve (12%) percent per annum from the 13th day of April 1981
which interest shall be deducted from each monthly payment and the balance of each payment applied as reduction of principal.

All payments to be made in good faith shall be made at P. O. Box 1373, White Salmon, WA 95672
or at such other place as the Seller may direct.

This contract shall not be assignable by the Purchaser without the consent of the Sellers in writing, which consent shall not be unreasonably withheld.
Sellers shall release to the Purchaser one (1) acre on each parcel for the purpose of financing of a home and the Purchaser will give back to the sellers a second deed of trust on each home as security. Seller shall have no obligation to release the one (1) acre parcel until such time as Purchaser begins to secure financing for the home.

As referred to in this contract, date of closing shall be April 13, 1981

1. The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at different times and places be levied against said real estate and the term of this contract the Purchaser has assumed responsibility for any damage to said real estate or fixtures and damage to the Seller's property.

2. The Purchaser agrees to the maintenance of a full insurance policy covering the buildings now and hereafter built on said real estate, subject to the condition that there be no damage to the buildings now and hereafter built on said real estate by fire or damage by both fire and lightning, a liability adequate to the seller and to the Seller's interest may occur, and to pay all claims and expenses incurred by the Seller.

3. The Purchaser agrees that the inspection of said real estate has been made and that neither the seller nor his agents has any objection to the condition of any improvements thereon nor shall the Purchaser or Seller be entitled to a credit or deduction for any covenant or agreement for unexpired improvements or credits within the Seller's title or agreement or agreement to hold in escrow within the Seller's title or agreement or agreement to hold in escrow.

4. The Purchaser assumes all risks 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 shall attach to his real estate if a failure of consideration on his part or part of said real estate is taken for public use, the portion of the compensation to avoid remaining after payment of reasonable expenses of recovering the same shall be paid to the seller and any loss suffered by the Purchaser prior thereto. Unless the same occurs to allow the Purchaser to apply an amount of such compensation on award to the remaining or restoration of any improvements damaged by such taking. In case of damage or destruction of real estate by Seller, the expenses of such insurance remaining after payment of the reasonable expense of recovering the same shall be diverted to the extent of recovering of such expenses within a reasonable time unless Purchaser elects that said proceeds shall be paid to the seller for application on the Purchaser's account.

5. The seller has demanded, or agreed to deliver within 15 days of the date of closing, a permanent copy of the insurance in standard form or a commitment thereto, issued by SAIFCO Title Insurance Company, insuring the property to the full amount of said purchase price against loss or damage by reason of defects in seller's title to said real estate or 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 on which the conveyance hereinunder is to be made subject and.
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any unpaid bills or other obligation, which seller has this contract agreed to pay, none of which for the purpose of this paragraph b) shall be deemed defects in seller's title.

6. If seller's title to said real estate is subject to an easement or contract 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 defects, and any payments so made shall be applied to the payments next falling due the seller under this contract.

12-04
REALESTATE

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 79 PAGE 574

THIS CONTRACT, made and entered into this day of April, 1981,

between ANTHONY G. MALELLA, a single person, and DENISE STEWART, a single person, as
tenants in common, hereinafter called the "Seller," and BARBARA A. TENNANT, a single person,
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:

Lots 1 and 2 of Mike Knobel Short Plat recorded in Book 2 of Short Plats, at Page 199, under Auditor's File No. 91866, recorded on January 7, 1981, records of Skamania County, Washington.

Said parcels of land located in the Southwest Quarter of the Southwest Quarter of Section 10, Township 3 North, Range 10 East of the Willamette Meridian.

SUBJECT TO easements of record.



The terms and conditions of this contract are as follows. The purchase price is

THREE THOUSAND

30,000.00 Dollars, of which

FIVE THOUSAND----- \$5,000.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE HUNDRED FIFTY----- \$350.00 Dollars,

or more if purchaser signs or before the 13th day of May, 1981

and THREE HUNDRED FIFTY----- \$350.00 Dollars,

or more as purchaser desires, on or before the 13th 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 sum owing balance of said purchase price at the

rate of twelve (12%) per cent per annum from the 13th day of April, 1981, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of said debt.

All payments to be made hereunder shall be made at P. O. Box 1373, White Salmon, WA 98672

or at such other place as the Seller may direct in writing.

This contract shall not be assignable by the Purchaser without the consent of the Sellers in writing, which consent shall not be unreasonably withheld. Sellers shall release to the Purchaser one (1) acre on each parcel for the purpose of financing of a home and the Purchaser will give back to the sellers a second deed of trust on each home as security. Seller shall have no obligation to release the one (1) acre parcel until such time as Purchaser begins to secure financing for the home.

As referred to in this contract, "date of closing" shall be April 13, 1981.

1. The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against and become hereafter payable on said real estate and if by the terms of this contract the Purchaser has assumed payment of any mortgage, contract or other encumbrance, he shall assume payment of or agreed to purchase subject to any taxes or assessments now or hereafter levied against said real estate and pay the same before delinquency.

2. The Purchaser agrees, until the date of closing a full day, to keep the buildings now and hereafter placed on said real estate in good repair against damage by fire and in a condition acceptable to the Seller and the Seller's consent as to its character 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 payment of said real estate as hereinabove set forth and whether the Seller or his assigns shall be held, shall be contingent upon the condition of any improvements thereon and the Purchaser or assignee of the Seller shall be bound to any covenant or agreement for maintenance or repairs unless the covenant or agreement contained in or attached hereto or is written and attached to and made a part of this contract.

4. The Purchaser assumes all hazards of damage to or death or injury 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 compensation which remains after payment of reasonable expenses of procuring the same that is owing 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 compensation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction to a part caused against the proceeds of such insurance remaining after payment of the reasonably expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Purchaser elects that proceeds shall be paid to the Seller for application on the balance price herein.

5. The Seller has delivered, or agreed 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 SAFCO Title Insurance Company, insuring the Purchaser to his 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 in so much as the conveyance hereunder is to be made subject thereto.
- c. Any existing contract or contracts under which Seller is purchasing said real estate, and any mortgage or other obligation, which Seller by the contract agrees to pay, none of which for the purpose of this paragraph (c) shall be视为 a default 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 payment in accordance with the terms thereof, and upon default, the Purchaser shall have the right to make any payment necessary to remove the default, and any payments so made shall be applied to the payments next falling due the Seller under this contract.

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SKAMANIA
ON APRIL 13, 1981
BY [Signature]

(7) 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 **full title** 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, for taxes and general officer than the seller, and subject to the following:

Those easements 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, gas, heat 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 but not 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 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 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.

3136

No. _____
TRANSACTION EXCISE TAX

Amount Paid \$ 300

Skamania County Treasurer
By Anthony G. Maleda April 15, 1981
STATE OF WASHINGTON,

County of Klickitat

(SEAL)

(SEAL)

(SEAL)

(SEAL)

On this day personally appeared before me **ANTHONY G. MALELLA** and **DENISE STEWART**

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 in their true and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of April, 1981,

Billy L. Stewart
Notary Public in and for the state of Washington
My Commission Expires April 15, 1982
White Salmon, Washington

SAFECO TITLE INSURANCE COMPANY
SAFECO

Filed for Record at Request of

Refiled
Indexed, Dir.
Entered
Recorded
Mailed

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON	SS.
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<i>Anthony G. Maleda</i>	
AT PAGE	415 M 4/15/81
WAS RECORDED IN BOOK	72
AT PAGE	510
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>Cliff Hansen</i>	
COUNTY AUDITOR	
<i>Billy L. Stewart</i> DEPUTY	

NAME: JOSEPH L. UDALL, Attorney at Law

ADDRESS: P. O. Box 426

CITY AND STATE: White Salmon, WA 98672