



# REAL ESTATE CONTRACT

**THIS CONTRACT, made and entered into this 1st day of May, 1977.**

~~Norman~~ NORMAN W. BARGABUS and VERDA F. BARGABUS, husband and wife.

McAndrew called the "seller," and WILLIAM E. McANDREW and MARGARET L. McANDREW.

husband and wife,  
hereafter 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:

See Attached Exhibit "A"

No. **4694**  
TRANSACTION EXCISE TAX

MAY 19 1977

Amount Paid.....501.30

Skamania County Treasurer

The terms and conditions of this contract are as follows: The purchase price is: Fifty Thousand One

Hundred Fifty and No/100----- (50,150.00 Dollars, of which

Thousand and no/100 ----- is 10,000.00 Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The sum of Four Hundred Eighty-seven and 15/100 (\$487.15) Dollars on the 1st day of June, 1977, and the sum of Four Hundred Eighty-seven and 15/100 (\$487.15) Dollars on the 1st day of each succeeding calendar month, until the purchase price shall have been paid in full, which payments shall include interest at the rate of eight per cent (8%) per annum. Interest shall be deducted from each installment payment and the balance of each payment shall be applied in reduction of principal.

Buyer shall not mortgage his interests in this contract nor otherwise encumber this real estate during the life of this contract without the written consent of seller.

The balance of purchase price may not be prepaid in whole or in part without seller's prior written consent.

2. Payments to be made hereunder shall be made at Rainier Bank, White Salmon, Washington 98672.  
or such other place as the seller may direct in writing.

7. referred to in this contract, "date of closing" shall be date hereof.

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may or 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, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

5. The purchaser agrees, until the purchase price is fully paid, to keep the buildings ~~placed~~ hereafter placed on said estate insured against fire and theft, and to indemnify the seller 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

The purchaser agrees that his inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement for any improvements thereon nor shall the purchaser or caller or the assigns of either be held to any covenant or agreement for any 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.

[illegible]

☐ 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 and a commitment therefor, issued by SAFCO Title Insurance Company, insuring the purchaser to the full amount of sale purchase price less any taxes 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 those being:

4. Printed general exceptions appearing in said policy form;

There are no 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 to pass to 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, deed of trust 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 on the seller under this contract.

(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 of fulfillment deed to said real estate, excepting any person other than the seller, and subject to the following:

**Rights of way of record and visually apparent encroachments,**

(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, 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 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 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 this 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 above.

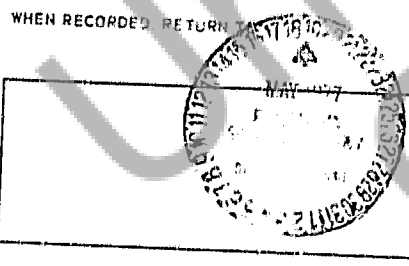
William S. M. Allen SEAL  
Norman W. Bargabus SEAL  
Verda F. Bargabus SEAL

STATE OF WASHINGTON,  
County of

On this day personally appeared before me Norman W. Bargabus and Verda F. Bargabus  
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.

GIVEN under my hand and official seal this 19th day of MAY, 1977.

John J. [Signature]  
Notary Public in and for the State of Washington  
residing at CORVALLIS



84059



**SAFECO TITLE INSURANCE COMPANY**  
1100 SECOND AVENUE • SEATTLE WASHINGTON 98101 • 623-6470

Filed for Record at Request of

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY AND STATE \_\_\_\_\_

|            |
|------------|
| REGISTERED |
| INDEXED    |
| FILED      |
| RECORDED   |
| COMPLETED  |
| MAILED     |

THIS SPACE RESERVED FOR RECORDER'S USE  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT (BY WRITING) FILED BY  
Robert Co. Truck Co.  
OF Corvallis, Oregon  
AT 11:45 AM May 19, 1977  
WAS RECORDED IN BOOK 72  
OF Deeds IN SKAMIA COUNTY  
RECORDED IN SKAMIA COUNTY WASH  
[Signature]  
COUNTY CLERK  
[Signature]  
DEPUTY

## PARCEL A:

The East Half of the Southeast Quarter of the Northwest Quarter, and all that portion of the East Half of the Northeast Quarter of the Southwest Quarter lying Northerly of the county road known and designated as the Underwood-Willard Highway in Section 21, Township 3 North, Range 10 E. W. M., EXCEPT the north 660 feet of the E 1/2 of the SE 1/4 of the NW 1/4 of said Section 21, AND EXCEPT a tract of land conveyed to Fred W. Fraser described as follows: Beginning at the Northwest corner of the E 1/2 of the SE 1/4 of the NW 1/4 of said Section 21 marked with a railroad iron, thence South 660 feet to the initial point of the tract hereby described; thence South 1,167.86 feet to the Northerly line of Underwood-Willard Highway; thence following the said highway North 70°13' East 106.7 feet, thence North 66°24' feet; thence North 12°55' East 43.0 feet; thence North 22°29' West 52.8 feet; thence North 51°11' East 160.9 feet; thence North 89°38' West 323.41 feet to the initial point.

## PARCEL B:

The North Half of the Southwest Quarter of the Northeast Quarter (N 1/2 SW 1/4 NE 1/4) of Section 21, Township 3 North, Range 10 E. W. M., EXCEPT the following described tract: Beginning at the Northeast corner of the N 1/2 of the SW 1/4 of the NE 1/4 of said Section 21; thence following old fence South 660 feet; thence following old fence West 515.6 feet; thence North 530 feet; thence East 515.6 feet to the point of beginning.

