

92877

**REAL ESTATE CONTRACT  
(FORM A-1964)**

**BOOK 80**

**PAGE 112**

THIS CONTRACT, made and entered into this 4th day of August, 1981

between JAMES P. BUTLER and MARGARET E. BUTLER, husband and wife,  
hereinafter called the "seller," and LLOYD R. REICH and JOYCE E. REICH, 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:

(See Exhibit "A" attached hereto.)

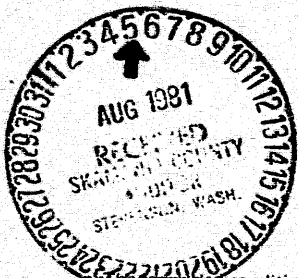
No. **8366**  
**TRANSACTION EXCISE TAX**

**AUG 5 1981**

Amount Paid.....\$218.88

**Skamania County Treasurer**

By W. L. J. Carnizal Dep



The terms and conditions of this contract are as follows: The purchase price is Twenty One Thousand Eight Hundred Eighty Seven and 52/100 -----

Three Thousand Five Hundred and no/100 -----

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

Four, Thousand Five Hundred, and No/100 ----- (\$4,500.00 ) Dollars,

shall be paid by July 19, 1982. 4,500.00

XX

XX

~~XXX~~

Of none at all, or less than one penny, before the \_\_\_\_\_ day of each succeeding calendar month in \_\_\_\_\_ the balance of said \_\_\_\_\_ purchase price shall have been fully paid by the purchaser \_\_\_\_\_ interest and like sums of money, and shall be paid by the purchaser \_\_\_\_\_

[illegible]

Rate of \_\_\_\_\_ per cent per annum from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, 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  
or at such other place as the seller may direct in writing.

1a. Purchaser shall assume that certain contract of sale for real property entered into on the 15th day of February, 1979 by Jack Spring and Melba E. Spring, husband and wife, as Sellers and James P. Butler, as Purchaser and recorded in Book 76 of Deeds, Page 269 official records of the County of Skamania, State of Washington, as Auditors document no. 88207 the approximate balance of which is \$13,887.52. Said contract provides for payments of \$122.34 per month at the rate of 8% per annum and the first payment hereunder to be made August 15, 1981. All payments under said contract are to be made to the sellers thereunder, Jack Spring and Melba E. Spring, husband and wife.

As referred to in this contract, "date of closing" shall be August 4, 1981.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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 buildings 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 respecting the condition of any improvements thereon no. 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 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 improvements within a reasonable time, 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 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO 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 as 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, 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 defects in seller's title.

[illegible]

Sellers agree to pay all closing costs. Sellers shall have access to the property for 60 days after date of closing to remove their firewood which is now stored thereon.

IS FLOW  
TL-46 R2 8/75

Transaction in compliance with County subdivision ordinances,  
 Skanska Co. Inspector - By: *[Signature]*



NOT TO BE RECORDED FOR RECORDER'S USE

NOT TO BE RECORDED FOR RECORDER'S USE

7. The Sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers an assignment of purchasers' interest under the real estate contract referred to in paragraph 1.(a) hereof in substantially the same form as Exhibit "B" attached hereto.

(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, 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.

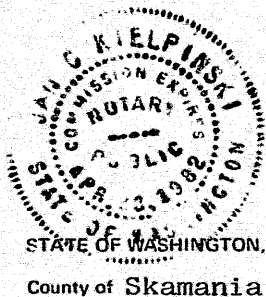
(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's 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 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 above.



*James P. Butler* (SEAL)  
JAMES P. BUTLER

*Margaret E. Butler* (SEAL)  
MARGARET E. BUTLER

*Lloyd R. Reich* (SEAL)  
LLOYD R. REICH

*Joyce E. Reich* (SEAL)  
JOYCE E. REICH

On this day personally appeared before me JAMES P. BUTLER and MARGARET BUTLER and LLOYD R. REICH and JOYCE E. REICH, to me known to be the individual 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 4th day of August, 1981.

*Jan C. Kiepinski*  
Notary Public in and for the State of Washington  
Residing at Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Registered  
Indexed, Dir.  
ndirect  
Date  
Page

NAME

ADDRESS

CITY AND STATE

THIS STATE OF WASHINGTON FOR RECORDER'S USE  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
*James P. Butler*  
OF *Mr. 2 Duncan Creek Rd*  
*Skamania WA 98648*  
AT *2 PM* *Aug* *1981*  
WAS RECORDED IN BOOK *80*  
OF *Deed* AT PAGE  
RECORDED IN SKAMANIA COUNTY WASH.  
*D. J. Morrison*  
COUNTY AUDITOR  
*J. Davis* DEPUTY

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, 1090.60 FEET NORTH  $88^{\circ} 55' 59''$  WEST FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 34; THENCE SOUTH  $01^{\circ} 18' 38''$  WEST PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 34, 118.42 FEET TO A POINT 1091.11 FEET NORTH  $88^{\circ} 55' 59''$  WEST, AND 118.42 FEET SOUTH  $01^{\circ} 04' 01''$  WEST FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AS MEASURED ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND AT RIGHT ANGLES TO SAID NORTH LINE;

THENCE SOUTH  $65^{\circ} 51' 54''$  EAST 55.79 FEET;  
THENCE SOUTH  $21^{\circ} 46' 51''$  EAST 156.61 FEET;  
THENCE SOUTH  $38^{\circ} 27' 37''$  EAST 72.94 FEET TO THE POINT OF BEGINNING OF LOT 2 OF JACK SPRING'S SHORT PLAT RECORDED IN BOOK 2, PAGE 87;

THENCE SOUTH  $62^{\circ} 06' 04''$  EAST 182.05 FEET;  
THENCE SOUTH  $35^{\circ} 52' 35''$  WEST 97.72 FEET;  
THENCE SOUTH  $25^{\circ} 21' 42''$  WEST 126.68 FEET;  
THENCE SOUTH  $15^{\circ} 44' 49''$  WEST 198.53 FEET TO A POINT 928.31 FEET NORTH  $88^{\circ} 55' 59''$  WEST AND 810.78 FEET SOUTH  $01^{\circ} 04' 01''$  WEST FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 34, AS MEASURED ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 34 AND AT RIGHT ANGLES TO SAID NORTH LINE;

THENCE NORTH  $74^{\circ} 15' 11''$  WEST 30.00 FEET;  
THENCE SOUTH  $58^{\circ} 06' 45''$  WEST 633 FEET MORE OR LESS TO THE CENTER OF DUNCAN CREEK;

THENCE NORTHWESTERLY ALONG THE CENTER OF SAID CREEK TO A POINT THAT BEARS SOUTH  $51^{\circ} 12' 46''$  WEST FROM THE POINT OF BEGINNING.

THENCE NORTH  $51^{\circ} 12' 46''$  EAST 880 FEET MORE OR LESS TO THE POINT OF BEGINNING.

-END DESCRIPTION-

J.P. BUTLER  
M. & B. Butler

L.R. Reich  
J.E. Reich



EXHIBIT "B"

ASSIGNMENT OF REAL ESTATE CONTRACT

For value received the undersigned hereby assigns, transfers, and sets over to LLOYD R. REICH and JOYCE E. REICH, husband and wife, assignees, all right, title, and interest of the undersigned as purchasers under that certain contract for sale of real property entered into on February 15, 1979, between JACK SPRING and MELBA E. SPRING, husband and wife, as sellers and the undersigned as purchasers, recorded in Book 76 of Deeds, Page 269 official records of the County of Skamania, State of Washington, as Auditors document no. 88207, for the sale and purchase of real property therein described, situated in the County of Skamania, State of Washington.

The assignees by acceptance hereof assume and agree to pay all installments remaining due under the contract of sale, to perform all other covenants to be kept and performed by purchasers and to indemnify assignors against liability under the contract.

Executed at \_\_\_\_\_, on \_\_\_\_\_, 1981.

\_\_\_\_\_  
JAMES P. BUTLER

\_\_\_\_\_  
MARGARET E. BUTLER

STATE OF WASHINGTON )  
                                  ) ss.  
County of Skamania )

On this day personally appeared before me JAMES P. BUTLER and MARGARET E. BUTLER, husband and wife, 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 \_\_\_\_\_ day of August, 1981.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing at  
\_\_\_\_\_.

CONSENT

As sellers in the contract of sale referred to in the annexed assignment, and as the present owners of the premises therein referred to, we hereby consent to such assignment subject to the conditions specified in said contract.

Executed at \_\_\_\_\_, on \_\_\_\_\_, 1981.

\_\_\_\_\_  
JACK SPRING

\_\_\_\_\_  
MELBA E. SPRING

STATE OF WASHINGTON    )  
                              ) ss.  
County of Skamania    )

On this day personally appeared before me JACK SPRING and MELBA E. SPRING, husband and wife, 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 \_\_\_\_\_ day of August, 1981.

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