

94205



REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 81 PAGE 232

THIS CONTRACT, made and entered into this First day of June, 1962
Between Charles Kane and Lucille Kane
hereinafter called the "Seller," and John H. Waterbury
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

N.E., Sec 2 11N R7E.

Beginning at the North East corner of Section 2 11N R7E
Skamania County, Washington State; Thence South 80° 35' 55"
West 330.00 Feet; Thence on 17' 26" East 231.00 Feet; Thence
N 0° 33' 53" East 330.00 Feet; Thence N 00° 02' 34" West 231.00
Feet; to the true point of beginning.

Containing of approximately 1.39 acres.

Said property as is. No trees, stumps or removed from
same until deed is delivered.

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

Five Thousand and No/100--

(S 5,000.00) Dollars, of which

One Thousand and No/100--

(S 1,000.00) Dollars have

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

Forty Dollars and No/100--

(S 40.00) Dollars,

or more at purchaser's option, on or before the First day of July, 1962

and Forty Dollars and No/100--

(S 40.00) 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 remaining balance of said purchase price at the

rate of 12 per cent per annum from the First day of June, 1962,
which interest shall be deducted from each monthly payment until the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 1221 N.E. Salmon Creek Ave. Vancouver, Wa.
or at such other place as the seller may direct in writing.

Balance all due and payable on or before June 1, 1964.

As reported to in this contract, "date of closing" shall be June 1, 1962.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee
hereafter be levied against 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 to 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 nor shall the purchaser or seller or the assigns of either be held to any covenant
of agreement for alterations, improvements or repairs unless the covenant of 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 or hereafter placed on said real estate, 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
breach of contract, or give rise to or constitute a basis for purchase price, 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 rebuilding or rebuilding of such improvements within a reasonable
time, unless the seller elects that said proceeds shall be paid to the seller for application on the purchase price hereunder.

(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 extensions other than the
following:

a. Partial general exception appearing in said policy form;

b. Lien or encumbrance created by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be
made subject to;

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

(6) If seller's title to said real estate is subject to any existing contract or contracts under which seller is now having said real estate, or any
mortgage or other obligation which seller is to pay, seller agrees to make such payments or to perform with the terms thereof, and in default
thereof, the purchaser shall have the right to make any payment necessary to observe the debt, and any payment so made shall be applied to the
payment of such debt of 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 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:

(3) 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 for so long as 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 provided, 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, 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 foreclosure 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 compel 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.

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 have executed this instrument as of the date first written above.



Charles Pearce

USE ALSO

SEAL

SEAL

2542

STATE OF WASHINGTON

County of _____ Clerk of _____

On this day personally appeared before me Charles Kern and Lucile Kern, husband and wife

to me known to be the individual so described in and who executed the within and foregoing instrument, and acknowledged that

signed the same as this, free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of June, 1982

Notary Public in and for the State of California

Меню:

No:

TRANSACTION EXCISE TAX

JUN 16 1962

Amount Paid: 12.50

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1990

SAFECO TITLE INSURANCE COMPANY



SAFECO

Filed for Record at Request of

NAME JOHN WATERBURY

ADDRESS 6850 NE Killingsworth #115

CITY AND STATE *PORTLAND, ORE 97218*

THIS SPACE RESERVED FOR RECORDER'S USE

THE SMITHSONIAN INSTITUTION

1893

100

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24th Sep 1900

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