



94524

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 81 PAGE 407

12724
2-5-20-200

THIS CONTRACT, made and entered into this 3RD day of August, 1982
between MELVIN L. RADUS AND DORIS J. ~~Radus~~ ^{Radus} AND CLIFFORD ORTH AND
DOLORES J. ORTH ^{HW} hereinafter called the "seller," and STEPHEN F. DOIDGE AND LINDA M. DOIDGE, 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:

LOT B, WEST FORK ESTATES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5
EAST OF THE WILLAMETTE MERIDIAN, IN SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 20, TOWN-
SHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 88° 34' 41"
EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 670.95 FEET; THENCE NORTH
01° 25' 19" EAST, NORMAL TO SAID SOUTH LINE 143.51 FEET TO THE POINT OF BEGIN-
NING; THENCE NORTH 38° 32' 47" WEST 888.18 FEET TO THE CENTERLINE OF A 60.00 FOOT
PRIVATE ROAD EASEMENT; THENCE NORTH 57° 52' 50" EAST ALONG SAID CENTERLINE 54.72
FEET TO A 200.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID 200.00 FOOT
RADIUS CURVE TO THE LEFT 61.83 FEET; THENCE NORTH 40° 10' 00" EAST ALONG SAID
CENTERLINE 194.74 FEET TO A POINT THAT IS SOUTH 88° 34' 41" EAST 313.38 FEET AND
NORTH 01° 25' 19" EAST 1047.85 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHEAST
QUARTER AS MEASURED ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER AND NORMAL TO
IT; THENCE SOUTH 48° 27' 43" EAST 1155 FEET, MORE OR LESS TO THE CENTER OF THE
WEST FORK OF THE WASHOUGAL RIVER; THENCE SOUTHWESTERLY ALONG CENTER OF SAID
RIVER 148 FEET MORE OR LESS TO A POINT THAT BEARS SOUTH 88° 34' 41" EAST FROM THE
POINT OF BEGINNING; THENCE NORTH 88° 34' 41" WEST PARALLEL TO THE SOUTH LINE OF
SAID NORTHEAST QUARTER, 505 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL B OF SURVEY RECORDED MARCH 4, 1980 UNDER AUDITOR'S FILE NO. 90385, IN BOOK
1 OF SURVEYS AT PAGE 214, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Transaction in compliance with County subdivision Ordinance
Skamania County Assessor By: [Signature]

The terms and conditions of this contract are as follows: The purchase price is **THIRTY THOUSAND AND 00/100** (\$30,000.00) Dollars, or which

TWO THOUSAND AND 00/100 (\$2,000.00) Dollars have

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

TWO HUNDRED FIFTY AND 00/100 (\$250.00) Dollars,

or more at purchaser's option, on or before the **3RD** day of **SEPTEMBER** 1982

and **TWO HUNDRED FIFTY AND 00/100** (\$250.00) Dollars,

or more at purchaser's option, on or before the **3RD** 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 **11** per cent per annum from the **3RD** day of **AUGUST** 1982

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. **ADDITIONAL**

\$3000.00 TO BE PAID ON PRINCIPAL ON OR BEFORE NOVEMBER 15, 1982.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.



in this contract, "date of closing" shall be **AUGUST 3, 1982**

(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 notices 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 or agreement for alterations, improvements or repairs unless the covenant or agreement signed 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 said 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:

- Printed general exceptions appearing in said policy form;
 - Liens or other 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
 - 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.
- (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 pay 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 now falling due the seller under this contract.

