



REAL ESTATE CONTRACT
(FORM A-1964)

13732
3-10-19-900

THIS CONTRACT, made and entered into this 12th day of August, 1982,

between JAMES W. HANSEN, SR. and JUNE M. HANSEN, husband and wife,
hereinafter called the "seller," and BRUCE HARKNESS, a single man,
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:

The North Half of Lot 16 of Seeley's Subdivision of the Southwest Quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian, according to the official plat thereof on file and of record in Book A of Plats, at page 32, records of Skamania County, Washington;

SUBJECT TO right of way for Cooks-Underwood Road over a portion of the North line of said premises and right of way for King Road over the Westerly line of said premises as recorded under Auditor's File No. 91913.

The terms and conditions of this contract are as follows: The purchase price is SEVENTY-FIVE THOUSAND \$75,000.00 Dollars, of which FIFTEEN \$15,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: SIX HUNDRED \$600.00 Dollars,

or more at purchaser's option, on or before the 15th day of September, 1982

and SIX HUNDRED \$600.00 Dollars,

or more at purchaser's option, on or before the 15th 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 twelve (12%) per cent per annum from the 15th day of August, 1982, 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 Riverview Savings Association, White Salmon, WA Branch or at such other place as the seller may direct in writing.

The balance of the contract, both principal and interest shall be due and payable in full within ten (10) years from the closing date of this contract.

The parties herein agree that purchaser shall be given the right of first refusal on the Peterson property which lies directly to the South.

For purposes of valuation of properties transferred, allocation is as follows:
Residence: \$15,000.00; Land: \$15,000.00; Timber: \$5,000.00 and Orchard: \$40,000.00.

As referred to in this contract, "date of closing" shall be August 15, 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 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 or agreement for alterations, improvements or repairs unless the covenant or agreement given or 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 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 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 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 the seller under this contract.

Those rights of way of record.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

JAMES W. HANSEN, SR.

JUNE M. HANSEN

BRUCE HARKNESS

STATE OF WASHINGTON,

County of Klickitat

On this day personally appeared before me JAMES W. HANSEN, SR. and JUNE M. HANSEN

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 as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of August, 1982.

Notary Public in and for the State of Washington
residing at White Salmon, therein

U.S. PUBLIC
MAR 6 1985
WASHINGTON

[illegible]

APC 10 4992

Approved: *[Signature]* DSCA 5

Skema's County Treas.

THIS SPACE RESERVED FOR RECORDER'S USE



Filed for Record at Request of

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 425

CITY AND STATE White Salmon, WA 98672

STATE OF NEW YORK
COUNTY OF ... SS.
I HEREBY CERTIFY THAT THE WITHIN
... BY ...
SHERMAN COUNTY ...
...
10:00 A. M. AUG 16 1952
...
... 429 ...
... J. M. Allen