

REAL ESTATE CONTRACT (FORM A-1964)

DOOK 82 PAGE 639

SK-13148 02-05-30-0-0-1505-00

THIS CONTRACT, made and entered into this 18th day of August, 1983

between TORO ENTERPRISES, a partnership consisting of GARY R. TOBEY and JANICE C. TOBEY, husband and wife; and GARY G. ROKET, a single man hereinafter called the seller and FREDDIE L. BELLAMY and ANNA M. BELLAMY, 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:

Legal description attached hereto as Exhibit "A"

SUBJECT TO: General taxes and assessment for the second half of the year 1983; Contract of Sale, dated July 31st, 1978, recorded under recording no. 87081 in Book 75 of Deeds at Page 307, records of Skamania County, Washington, which seller herein shall continue to pay according to the terms and conditions and in accordance with paragraph no. 6 below; Easement as delineated on the face of the plat for a 30 foot private road, affecting the East 15 feet of said premises; and Easement, recorded August 25th, 1978, under recording no. 87081 in Book 75 of Deeds at Page 307, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is FIFTEEN THOUSAND AND NO/100ths------- (s 15 , 000 , 00) Dollars, of which TWO THOUSAND AND NO/100thsbeen paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: -(s 2,000.00° TWO HUNDRED FIFTY AND NO/100ths--- (\$ 250.00 or more at purchaser's option, on or before the September 19 .83 and TWO HUNDRED FIFTY AND NO/100ths) 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 eleven (11) per cent per annum from the 24th day of August which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payment to be made hereunder shall be made at or at such other place as the seller may direct in writing.

Notwithstanding the aforementioned payment terms of this contract, purchaser agrees to pay the entire remaining principal balance, together with accrued interest owing seller, on or before six (6) years from date of closing.







As referred to in this contract, "date of closing" shall be

August 24th , 1983

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become after on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or 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 lagainst doss or damage by both tire, 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 meither the seller for 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 relied on its 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 partithereof for public use; and agrees that no such damage, destruction or taking shall constitute a payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the condemnation award remaining after seller elects to allow the purchaser to apply all or apportion of such condemnation award to the rebuilding or restoration of any improvements of the reasonable expense of procuring the same shall be devoted to the restoration or sebuilding or restoration of any improvements of the reasonable expense of procuring the same shall be devoted to the restoration or sebuilding of such insurance remaining after payment time, unless purchase relects 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 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
 - 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.
- (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 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.

Easements of record [8] Unless a different date is provided for herein, the purchaser shall be entitled to agossession retain possessions on long as purchaser is not in default hereinder. The purchaser covenants to keep and real provided in the purchaser shall be entitled to agossession and long as purchaser is not in default hereinder. The purchaser covenants to keep and real parties in good repair and not to permit what see and coverant to use, or permitthe use of the preal societies in good repair and not to permit what see and coverant to pay all service, installation or construction charges for water, sever, electricity, garded seal seater the side reunbaser is entitled to possession. (9) In case the purchaser fails to make any payment herein provided or tormaintain insurance, as a seal seal seater of the contract and it suggested that in case the purchaser shall be grownest or effect such insurance, and any amounts so paid by the seller, rogether with interest at the reason of such default. (10) Time is of the issuence of this contract, and it suggested that in case the purchaser shall be foreigned in the purchaser and inchinement of the purchaser and inchinement of the purchaser and any and any according to the seller as liquidated payments of the purchaser payments of the purchaser payments of the purchaser of all-demands, notices or other papers with respect to forfeiture and term by United States Mail postage prepaid, return receipt requested, directed to the purchaser ob its add the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection of the seller shall bring suit to procure an adjudication of the termination of the purchaser's right of the seller shall bring suit to procure an adjudication of the termination of the burchaser's individual States and a second and any according suit to procure an adjudication of the termination of the burchaser's right. If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rig	fisaid real-estate on date of closing and the buildings and other improvement are for any illegal purpose. The purch or other utility services furnished to herein required, the seller may make ate of 10% per annum thereon from any other right the seller might have comply with or perform any condition of herein required, the seller may elected by the purchaser hereunder and the seller shall have right to re-enter aser shall be construed as a waiver of nation of purchaser's rights may be massiast known to the seller. Collect any payment required hereun tion with such suit, which sums shall be included in any judging how in sums shall be included in any judging how in the sums shall be included in any judging how in the sums shall be included in any judging the sum sums shall be included in any judging the sum
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Notary Public in and for the State of Washington, residing at SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY

96308

BOOK 82 PAGE 641

SK-13148

AMENDED DESCRIPTION

A tract of land in the West half of the West half of the Southwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of a tract of land conveyed to Ken Cage, et ux., and Wayne Christiansen, et ux., recorded in Book 77 of Deeds at page 385, said point being on the West line of the Southwest quarter of said Section 30; thence Southerly along the West line of said Section 30, 338 feet to the true point of beginning; thence Easterly parallel with the South line of said Cage and Christiansen tract 661.01 feet to a point on the East line of the West half of the West half of the Southwest quarter of said Section 30; thence Northerly along said East line 169 feet to a point 169 feet Southerly of the Southeast corner of said Cage & Christiansen tract; thence Westerly parallel with the Southerly line of the said Cage and Christiansen tract 660.05 feet to the West line of the Southwest quarter of said Section 30; thence South 169 feet to the true point of beginning;

EXCEPT the WEst 30 feet thereof for Alder County Road;

ALSO KNOWN AS Lot 2 of TORO ENTERPRISES SHORT PLAT recorded in Book 2 of Short Plats at page 135, under Auditor's File No. 89540, records of Skamania County, Washington.

NO.

TRANSA: EXCISE TAX

AUG 3 0 1983

Amount Parameter County Toursers

COUNTY OF SKAMANIA

FERERY CERTIFY THAT THE WITHIN

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