REAL ESTATE (FORM A-1964)

CONVEY CONTROL S

SK-13430 03-10-21-1-0-1600-00

THIS CONTRACT, made and entered into this 30th

30th day of June, 1984,

between FRED W. FRAZER and EVA K. FRAZER, husband and wife,

hereinafter called the "seller," and JAMES R. HANSEN and LISA C. HANSEN, 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

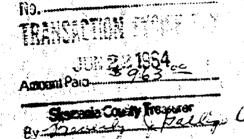
real estate, with the appurtenances, in

Skamania

County, State of Washington:

9865

SEE EXHIBIT. "A" ATTACHED HERETO













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

----(\$ 90,000:00 ) Dollars, of which

or more at purchaser's option, on or before the

30±h

of July

, 19

1984

or more at purchaser's option, on or before the 30+h 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 30th day of June 1984 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 Rainier National Bank, 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 all be due and payable on or before seven (7) years from the date of closing of this transaction.

Property represented by Sellers and agent "as is" in regards to any physical improvements, zoning, survey, building permits, or otherwise, and is accepted as same by Purchasers.

In the event Sellers shall hold over passed the date of closing, Sellers agree to pay \$20.00 per day rental until such time as they shall remove themselves, but in any event they shall hold over no longer than 90 days. Purchasers shall not be obligated to pay anything on principal during the time Sellers hold over but shall be required to pay interest on the principal amount during the period Sellers hold over.

As referred to in this contract, "date of closing" shall be June 30, 1984

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become allien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortigage, 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 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 hereafter placed thereon, and of the taking of said real estate or hereafter placed thereon, and of the taking 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 purchase 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 improvements within a reasonable expense of procuring the same shall be devoted to the restoration 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.

(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.

ransaction in considering with County sub-division ordinances.

BCOX 83 FAGE 573 (7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to fulfillment 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: Those easements of record. (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 (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 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 selection 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.

Self 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. (SEAL) ow HI (SEAL) (SEAL) STATE OF WASHINGTON, (SEAL) County of Klickitat LISA C. HANSEN On this day personally appeared before me FRED W. FRAZER and EVA K. FRAZER described in and who executed the within and foregoing instrument, and acknowledged that to me known to be the individuaS they signed: the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. 20 th day of GIVEN under my hand and official seal this residing at White Salmon, therein THIS SPACE RESERVED FOR RECORDER'S USE SAFECO TITLE INSURANCE COMPANY TATE OF WASHINGTON SS COUNTY OF SKAMANIA THEREBY CERTIFY THAT THE WITHIN OF WRITING EILED BY Filed for Record at Request of

NAME JOSEPH L. UDALL, Attorney at Law
ADDRESS P. 0. Box 425
CITY AND STATE White Salmon, WA 98672

STATE OF WASHINGTON SS

COUNTY OF SKAMMIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

MACHINERE C. J. L. C.

OF STEELING C. J. L. C.

OF STEELING C. J. L. C.

WAS RECONDING IN COUNTY WITH

HALLE M. C. L. C.

C. C. A. PAGE 572

RECORDS OF GKAMMIANA COUNTY WITH

## EXHIBIT "A"

That portion of the South Half of the Southwest Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, lying Northwesterly of the County Road known and designated as the Underwood-Willard Highway, described as follows:

Beginning at the intersection of the Northwesterly right of way line of said highway with the North line of the South Half of the Southwest Quarter of the Northeast Quarter of the said Section 21, said point being 568.98 feet West of the Northeast corner of the South Half of the Southwest Quarter of the Northeast Quarter of the said Section 21; thence following the North line of the South Half of the Southwest Quarter of the Northeast Quarter of the said Section 21 West 280 feet; thence South 185 feet, more or less, to a point North 100 feet from the Northwesterly right of way line of said Underwood-Willard Highway, and the true point of beginning; thence West 200 feet; thence South 225 feet, more or less, to the Northwesterly right of way line of said highway; thence in a Northeasterly direction following the Northwesterly right of way line of said highway to a point South of the true point of beginning, said point being the Southwest corner of a tract of land contracted to be conveyed to Jerry J. Uhilik and Elizabeth J. Uhilik, by instrument dated July 11, 1964, recorded August 27, 1964, under Auditor's File No. 63846, in Book 53 of Deeds at page 183, records of Skamania County, Washington; thence North along the West line of said Uhlik tract to the true point of beginning.

SUBJECT TO easements for mains, laterals, pipelines and reserviors of Public Utility District No. 1 of Skamania County, a municipal corporation, and existing contracts for water service furnished by said district.

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FRAZER to HANSEN Real Estate Contract Exhibit "A"

and 3001 - (Individual) First American Title Company

STATE OF CALIFORNIA