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SAFECO

REAL ESTATE CONTRACT
(FORM A-1964)

THIS CONTRACT, made and entered into this 22nd day of August 1984

between PAUL G. SPENCER AND MIRTA A. SPENCER, husband and wife;

hereinafter called the "seller," and GREGORY A. PARKINSON AND CATHERINE A. PARKINSON, 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:

Lots 13, 14, 15 and 16 of Block A of the townsite of Prindle according to the official plat thereof on file and of record at page 28 of Book A of Plats, records of Skamania County, Wash.

The terms and conditions of this contract are as follows The purchase price is EIGHTEEN THOUSAND DOLLARS no/100 ($18,000.00) Dollars, of which ($ .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 dollars and no/100 ($ 250.00) Dollars, or more at purchaser's option, on or before the 10th day of Sept., 1984 and Two hundred fifty dollars and no/100 ($ 250.00) Dollars, or more at purchaser's option, on or before the 10th 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 12½% per cent per annum from the 22nd day of August, 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 Paul G. & Mirta A. Spencer
or at such other place as the seller may direct in writing 0.11 Wisteria Way
Stevenson, Wash. 98648

Taxes and Insurance to be paid seperate from monthly payments and to be paid directly to Sellers when due.

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By: 1-5-11-5-1101

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

(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 Seller 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. Purchaser to re-imburse seller for insurance premiums.

(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 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 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.

[redacted]

(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 their payments next falling due the seller under this contract.

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