117731

BOOK 138 PAGE 97/

THIS CONTRACT, made and entered into this 3rd day of June, 1993

between HELEN R. FARGHER, her separate property,

hereinafter called the "seller," and STEVEN H. LORENZ and KRISTINE LORENZ, 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 # 7 of WIND RIVER LOTS NO. If according to the official plat thereof as recorded on page number 42 of Book B of Plats, Records of Skamania County.

.The terms and conditions of this contract are as follows: The purc	thase price is NINE THOUSAND FIVE HUNDS	RED-AND
NO/100 Dollars	· is 9,500,00) Öğilərs, ol Which
FIVE HUNDRED AND NO/100been paid, the receipt whereof is hereby acknowledged, and the balan	nce of said purchase price shall be paid as follows	1 Dollarshave
ONE HUNDRED SIXTEEN AND 46/100		1 Dollars,
or more at purchaser's option, on or before the 3rd	day of July	, 19 93
ond ONE HUNDRED SIXTEEN AND 46/100	is 116.4	δ 1 Dollars,
or more at purchaser's option, on or before the 3rd purchase price shall have been fully paid. The purchaser further agric	day of each succeeding calendar month untilless to pay interest on the diminishing balance of said pu	the balance of said rchass, price at the
rate of nine & one half $(9\frac{1}{2})$ per cent per annum from the which interest shall be deducted from each iristallment payment and	and day of July the balance of each payment applied in reduction of prin	19 93 7 (13)
All payments to be made hereunder shall be made at , or at such other place as the seller may direct in writing.	Helen R. Fargher	
016180	82970 Dufur Valley Rd. P. O. Dufur, Or 97021	BOX 169 E, WA 99655 5-4827
REAL ESTATE EXCISE TAX	(503-467-2370) (509)34	5 4827
00722 1993 PAID 150.79 / 121.60+4.87+2	Register Indexed	
PAID 150.19 / 121. 60 110	Indirect	
A POLICE TO A STIRER	Filmed Mailed	<u> </u>
As referred to in this control the goulet has the July	3, 1993	

- 11) 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 foss 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.
- 13) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his resigns 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 sold 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.
- 15) 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 failing due the seller under this contract.

(1) The seller series, openite it wing full payingst of the purchase piece and inferest in the manner, those specified, to execute and definer to

porcháser a statútory som mity. doed to said real estate, excepting any Parchaser a statutory viorently fulfillment under the continuous second any that may allocal after date of closing through any person other part thereof hereafter taken for points ose, the of closing through any person other than the setter, and subject to the following

Those of record, and easements and rights-of-way for existing reads. No trees shall be cut except as necessary for building of a dwelling.

18). Unless a different date is provided for herein, the purchaser shall be entitled to possession of soid real estate on date of closing and to retain possession so long as purchaser is not in default hereinider. The purchaser coverants to keep the buildings and other improvements on Constitution of the buildings and other improvements on the buildings are constitution of the buildings and other improvements on the buildings are constituted in the buildings are consti said real estate in good i pair 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, sever, electricity, garlage or other utility services furnished to sed. 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 selfer may make such payment or effect sixth 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 perchaser on sciler's demand, all without projected to any other right the seller might base by reason of such default.

410). 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 ferminated, 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 figuriated damages, and the seller shall have right to rejenter 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 subsequent default

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 this seller.

111) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder. included in any judgment or decree entered in such suit.

If the seller shall being suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to july 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 soit

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

(M. Dus)

EPSONAL REPRESENTAL

(SEAL)

STATE OF Oregon

County of Hood Rive

to me known to be the individual

Kristene Corenz On this day personally appeared before me-

described in and who executed the Within and foregoing instrum

signed the same as she for the uses and purposes thereus mentioned

GIVEN under my hand and official seat this

day of

OFFICIAL SEAL TERRI L. FUNK HOTARY PUBLIC-ORECON COMMISSION NO. 021678 MY COMMISSION EXPIRES FEB. 15, 1997 🖔

undinger Hood River, OR

SAFECO

SAFECO TITLE INSURANCE COMPANY

BBESSESSESSESSESSESSES

Filed for Record at Request of

NAME Helen R. Fargher

ADDRESS 82970 Dufur Valley Rd.

Dufur, Or 97021 CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

FILED FOR RECORD KAMANIA CO. WASH PY Diana McAnally

Oct 22 2 28 PH AUDITOR GARY M. OLSON