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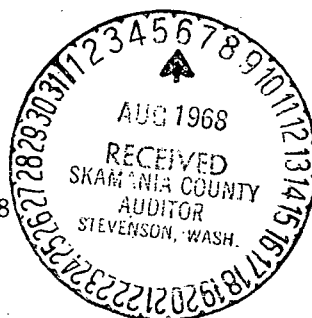
BOOK

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REAL ESTATE CONTRACT

(CORPORATE FORM A-1964)



THIS CONTRACT, made and entered into this 24th day of July, 1968

between SIRRAH CORPORATION, a Washington Corporation

hereinafter called the "seller," and EKHARD K. URSIN and TANIA URSIN, his 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:

The Northwest quarter of the Northwest quarter of Section 2, Township 1 North, Range 5, East of the Willamette Meridian. EXCEPT PUBLIC ROADS. (containing forty acres, more or less).

Seller herein reserves a non-exclusive easement for ingress and egress 60' in width over the existing railroad grade lying within the above described property. Seller herein grants to purchaser a non-exclusive easement for ingress and egress over the existing railroad grade lying within the following described property: Beginning at a point in the center of the County Road 7.56 chains North of the quarter corner on the West line of Section 2, Twp. 1 North, Rge. 5, E. W. M.; thence North 18° 25' East 6 chains; thence North 58° 38' East 4.71 chains; thence North 58° 16' East 2.02 chains; thence North 56° 15' East 2 chains; thence North 61° 18' East 1.87 chains; thence South 87° 03' East 9 chains; thence North 1.77 chains; thence West 20 chains to the Northwest corner of the..

The terms and conditions of this contract are as follows: The purchase price is TWENTY FIVE THOUSAND AND

NO/00 ----- (\$ 25,000.00) Dollars, of which
EIGHT THOUSAND AND NO/00 ----- (\$ 8,000.00) Dollars have,

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED AND NO/00 ----- (\$ 200.00) Dollars,

or more at purchaser's option, on or before the 1st day of September, 1968

and TWO HUNDRED AND NO/00 ----- (\$ 200.00) Dollars,

or more at purchaser's option, on or before the 1st 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 7.0 per cent per annum from the 1st day of August, 1968
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
or at such other place, as the seller may direct in writing.

Purchaser agrees that he will not pay this contract in full prior to May 15, 1973.

SUBJECT TO: Contract of Sale recorded under Auditor's Fee No. 69916, records of Skamania County, Washington, which contract shall be paid in full by purchasers therein. Said contract contains the following clause, "No merchantable timber shall be cut without seller's permission."

legal description cont.... Southwest of the Northwest quarter of the said Section 2; thence South 12.87 chains to the point of beginning; all in Section 2, Township 1 North, Range 5, E. W. M.

As referred to in this contract, "date of closing" shall be, 1968

In the event Seller herein becomes in default under the terms or conditions of that contract above mentioned as recorded under Auditors No. 69916, and to which this contract is made subject to, the Purchasers herein may demand Sellers herein to cure same, which if such default is not remedied within thirty (30) days of such written demand, Purchasers shall have the right to assume all Sirrah Corporation's right and interest of said Ellis-Sirrah Contract and thereafter remedy such default on their own or on behalf of Sirrah Corporation and in so doing the Sellers' obligation under this contract shall be considered paid in full.

In any event, should Purchasers expend any necessary sums or costs in preservation of their interests under this Contract caused by default under said Ellis-Sirrah Contract on the part of Sirrah, and Purchasers do not elect to assume Sirrah's rights and interest on said Ellis-Sirrah Contract, they may demand and Sirrah shall reimburse such necessary sums and costs expended within thirty (30) days after notice of such expenditure.

The above relief, remedies and rights available to Purchasers are in addition to and not in lieu of any other rights available to them hereunder.

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T.U. (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 relied on is contained herein or is in writing and attached to and made a part of this contract.

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T.U. (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.

(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 of Washington, 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:

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T.U. a. Printed general exceptions appearing in said policy form; Skamania County Stevenson, Wash.
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.

~~Paragraph No. 6 is not applicable to this contract.~~

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to 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:

Easements, rights, and reservations of record, as of date of closing EKN
T.U.

(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 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 reason of such default.

(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 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 at his address last known to the seller.

(11) Upon ~~either party's~~ election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the ~~seller~~ 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.

If 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.

6012

No.

TRANSACTION EXCISE TAX

AUG 6 1968

Amount Paid \$250.00

Michael O'Sannell
Skamania County Treasurer

By

SIRRAH CORPORATION

By Eugene F. Harris PRESIDENTBy Eckhard K. Ursin SECRETARY

Eckhard K. Ursin

Tania Ursin

STATE OF WASHINGTON,

County of Cowlitz ss.On this 24 day of July 19 68to me known to be the Eugene F. Harris

President of

Secretary, respectively, of

Sirrah Corporation

the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

(if any)

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Stuart Fraser
Notary Public in and for the State of Washington
residing at Woodland



SECURITY TITLE INSURANCE COMPANY
OF WASHINGTON
1109 SECOND AVENUE, SEATTLE, WASHINGTON 98101 - MAIN 3-0870

Filed for Record at Request of

NAME GUARDIAN ESCROW COMPANYADDRESS 1119 A STREETCITY AND STATE TACOMA, WASHINGTON 98402

REGISTERED	5
INDEXED: DIR.	5
INDIRECT:	5
RECORDED:	
COMPANED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>R. F. Johnson</u>	
OF <u>Johnson - Wm</u>	
AT <u>10 A.M. Aug 6, 1968</u>	
WAS RECORDED IN BOOK <u>59</u>	
OF <u>Deeds</u> AT PAGE <u>278</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>W. P. Todd</u>	
COUNTY AUDITOR	
<u>W. P. Todd</u>	
DEPUTY	

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