



86787

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 75 PAGE 79

3-8-30-700
SA 1100

THIS CONTRACT, made and entered into this 3rd day of July, 1978

between RICHARD RUSH and DONNA RUSH, who acquired interest as DONNA CROTHERS, husband and wife, and FRANCES M. LONG and WALTER I. LONG, husband and wife, hereinafter called the "seller," and 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:

A tract of land located in the James Findley D.I.C. in Section 36, Township 3 North, Range 8 East of the W.M., described as follows: Beginning at a point marking the intersection of the Northerly right of way line of Primary State Highway No. 8, as now constructed and located, with the West line of the Harold W. McNeel property described in deed dated September 30, 1949, and recorded at Page 560 of Book 32 of Deeds, records of Skamania County, Washington; thence South 61°51' East 560 feet to a point on the Northerly line of said Highway and the initial point of the tract hereby described; thence North 25° East 240 feet; thence South 65° East 350 feet; thence South 25° West to the Northerly line of said Highway; thence in a Northwesterly direction following the Northerly line of said Highway to the initial point.

The terms and conditions of this contract are as follows. The purchase price is

Thirty Thousand and no/100-----

Four Thousand and no/100-----\$4,000.00 Dollars, of which
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two Hundred Thirty-three and 93/100-----\$233.93 Dollars,

or more at purchaser's option, on or before the 1st day of August, 1978

and Two Hundred Thirty-Three and 93/100-----\$233.93 Dollars,

or more at purchaser's option, on or before the 1st day of each succeeding calendar month, and the balance of said

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the unpaid balance of said purchase price at the rate of Nine (9%) per cent per annum from the 3rd day of July, 1978

which interest shall be deducted from each monthly 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.

Seller to deliver possession on July 26, 1978. Seller shall pay to purchaser the sum of \$10.00 for every day of seller's possession after July 26, 1978.

TOGETHER WITH all water rights of the sellers therein.

As referred to in this contract, "date of closing" shall be July 6, 1978

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be a burden upon said real estate, and the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to pay here subject to, any taxes or assessments now or hereafter levied on said real estate, the purchaser agrees to pay the same before delivery.

(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 vandalism 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 title insurance on said real estate has been made and that neither the seller nor his assigns shall be held to any covenant, restriction or condition of title insurance 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 claimant or agreement relied on is contained therein 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 expense 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 repurchasing 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, 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.

(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: Mortgage dated 51278, recorded 52678 in Book 55 of Mortgages, Page 398 under Auditors File # 86461; Building Restrictions and Restrictive Covenants recorded 10-3-69 under Auditor's File # 58994; Contract dated 7275, recorded 7-2-75 under Auditor's File #79368; Easements of record for power transmission lines and water pipelines.

(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 the 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.

Seller upon purchaser of all demands, claims or other claims with respect to forfeiture and termination of purchaser's rights may be made by United States Post, postage pre paid, return receipt requested, directed to the purchaser at his address as herein set forth.

(11) Upon seller's election 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, such sums shall be included in any judgment or decree entered in such suit. If the seller shall bring suit to secure an adjudication to 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.

RICHARD RUSH

(SEAL)

DONNA RUSH

(SEAL)

WALTER I. LONG

(SEAL)

STATE OF WASHINGTON

County of SKAMANIA

FRANCES M. LONG

(SEAL)

On this day personally appeared before me

Richard Rush and Donna Rush

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

They signed the same as their free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of July, 1978.

Notary Public in and for the State of Washington
residing at Stevenson.

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	INDEXED	DIRECT
RECORDED	COMPARED	MAILED

THIS IS THE WORKING COPY OF THE RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
Helen J. Telle	
OF Stevenson, WA	
10:00A	July 6, 1978
WAS RECORDED IN BOOK 75	
ON PAGE 79	
RECORDS OF SKAMANIA COUNTY, WASH.	
J.P. Telle	
COUNTY AUDITOR	