



86841

REAL ESTATE CONTRACT

BOOK 75 PAGE 114

SAFECO SK-11081

THIS CONTRACT, made and entered into this 12th day of July, 1978

Between JOHN W. SMITH and BETTY A. SMITH, husband and wife,

hereinafter called the "seller," and GERALD D. HARRINGTON and JANET R. HARRINGTON, 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

That portion of the Northeast Quarter of the Northeast Quarter of Section 20, Township 3 North, Range 8 East of the W.M., described as follows: Beginning at a point 37 rods West and 32 rods South of the Northeast corner of the said Section 20; thence West 43 rods; thence South 33 rods; thence East 43 rods; thence North 33 rods to the point of beginning; EXCEPT the following described tract: Beginning at the Southwest corner of the above-described tract; thence East along the existing boundary line fence 219 feet; thence North 09°46' East 182.65 feet; thence West 250 feet; thence South 180 feet to the point of beginning; AND EXCEPT right of way for State Secondary Highway No. 8-C.

The terms and conditions of this contract are as follows. The purchase price is Fifty-five Thousand and no/100----- \$55,000.00 Dollars, of which

Thirteen Thousand Seven Hundred Fifty and no/100----- \$13,750.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of the purchase price, being \$41,250.00 shall be paid in monthly installments of not less than Three Hundred (\$300.00) Dollars, and not more than Five Hundred (\$500.00) Dollars, with interest on the unpaid balance at the rate of eight and one-half (8 1/2%) per cent per annum. All payments shall be applied first to interest, and then to principal, and shall be made on the 15th day of each month. Provided, however, that purchaser may, at his option, pay the entire remaining balance at any time after ten (10) years after date of closing. And, provided further, that no more than twenty-nine (29%) per cent of the contract price (including down payment) shall be paid in 1978. No standing timber on the property may be cut by purchaser in 1978, and thereafter none may be cut without the written consent of seller, which said consent shall not be unreasonably withheld. All proceeds from the sale of said timber shall be divided as follows: 55% to seller and 45% to purchaser. Said timber payments to seller shall be applied against the purchase price, and shall reduce the balance of principal and interest owing accordingly, but shall not effect the purchasers obligation to make monthly payments as specified herein. (Said terms are continued on Attachment signed by the parties hereto).

All payments to be made hereunder shall be made at Seattle Trust & Savings, 80 South Union Avenue, or at such other place as the seller may direct in writing Center, Lacey, WA 98503

As referred to in this contract, "date of closing" shall be July 12, 1978.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at 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, deed of trust, 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 fire, theft 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.

(4) The purchaser assumes all hazards of damage to: (a) 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, 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, deed of trust 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, Fulfillment 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:

Possible right of adverse possession asserted by R. Rambo or successor, up to old fence line on South side of property.

(8) Unless a different date is provided 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 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 prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

(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, 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.

5998

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me John W. Smith and Betty A. Smith

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 12th day of July, 1978.

WHEN RECORDED, RETURN TO

Shirley D. Kesteven
Notary Public in and for the State of Washington
residing at Albion, Oregon

SAFECO SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

The following is an attachment to the Real Estate Contract dated July 12, 1978:

It is agreed that:

Warranty Fulfillment Deeds will be given by seller to release lots in a proposed subdivision of said property. Lots will be released as the principal balance of the contract is reduced, as follows: As each \$7,333.33 is paid on the principal, under the terms of this contract, one acre (approximately 3.63 lots) of purchaser's choice will be released.

It is acknowledged that the purchaser intends to long plat said tract of land and seller hereby agrees to execute all documents, necessary to complete said platting procedure. Said platting procedure shall be at purchaser's sole expense.

Robert W. Smith
Betty A. Smith
James R. Livingston
Dwight D. Livingston

80841

STATE OF WASHINGTON
 COUNTY OF SKAGANAWA

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY _____

OF _____
 AT _____, 19____

WAS RECORDED IN BOOK _____
 OF _____ AT PAGE _____
 RECORDS OF SKAGANAWA COUNTY, WASH.

COUNTY AUDITOR



REGISTERED	+
INDEXED	DIR.
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