

89912

REAL ESTATE CONTRACT

BOOK

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THIS CONTRACT, made and entered into this 27th day of September 1979

between Gary L. Burnett Kathleen G. Burnett

hereinafter called the "seller," and Alvin Edward Seaman & Julie Lucinda Scott

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 in the Northwest Quarter of the Northeast Quarter of Section 3, Township 1 North Range 5 East, Willamette Meridian, County of Skamania, State of Washington more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 3, thence westerly along the South line of the NE 1/4 of the NE 1/4 of said Section 350 feet, more or less, to the survey line of Mabey Hines Road as shown on CRP 78-9; thence northeasterly along said survey line 780 feet, more or less, to Engineering Station 34 + 42.72 as shown on CRP 78-9; thence in a southeasterly direction 780 feet, more or less, to the point of beginning.

Also described as Lot 1 of Burnett Short Plat No. 2 as recorded September 26, 1979 on page 136 of Book 2 Skamania County Short Plat Records.

The terms and conditions of this contract are as follows: The purchase price is Fourteen thousand and 00/100 (\$14,000.00) Dollars, of which two thousand and 00/100 (\$2,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Two hundred thirty dollars (\$230.00) Dollars, or more at purchaser's option, on or before the 15th day of October, 1979, and two hundred thirty dollars (\$230.00) Dollars, or more at purchaser's option, on or before the 15th 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 12% per cent per annum from the 1st day of October, 1979, which interest shall be deducted from each subsequent payment and the balance of each payment applied to the redemption of principal. All payments to be made hereunder shall be made at the office of the seller or at such other place as the seller may designate in writing.

As related to this contract, date of "closing" shall be September 26, 1979

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be between grantor and grantee hereupon 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 any taxes or assessments due a lien on said real estate, the purchaser agrees to pay the same before closing.

(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 waterstorm in a company acceptable to the seller and for the seller's benefit, as his agent may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that if insurance of said real estate has been made and that neither the seller nor his assigns shall be held liable for or responsible for 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 in a writing attached to and made a part of this contract.

(4) The purchaser assumes all liability of damage to or destruction of any improvements, now or 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 in 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 consideration 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 consideration 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 day of closing, a purchaser's policy of title insurance in standard form, or a commitment, heretofore issued by Transamerica Title Insurance Company, insuring the purchaser to the full extent 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 exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrances which by its terms this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contract 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, by this deed, agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make such 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:

(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 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 pre-paid, 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 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.

Alvin E. Seaman
Julie L. Scott
 (Seal of Notary Public for the State of Washington)

STATE OF WASHINGTON,

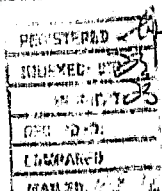
County of Clark

On this day personally appeared before me **Alvin E. Seaman and Julie L. Scott**

to me known to be the individual 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 28

day of September, 1979



Patricia A. Morris
 Notary Public in and for the State of Washington,

residing at Vancouver

Transamerica Life Insurance Co

Transamerica
 A Service of
 Transamerica Corporation

7192

Filed for Record at Request of

No. TRANSACTION EXCISE TAX

NOV 7 1979

Amount Paid \$142.00

Name

Shamapo County Treasury

Address

City and State

TRANSMERICA PROVIDED FOR RECORDER'S USE
 COUNTY OF WASHINGTON

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *Patricia A. Morris* ON *September 28, 1979* WAS RECEIVED IN BOOK *77* PAGE *527* AT *Vancouver* BY *Patricia A. Morris* COUNTY CLERK