

94579

REAL ESTATE CONTRACT

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THE CONTRACT / Side and entered into this 19th day of April, 1980

Between CECIL BATES and CHARLOTTE BATES, husband and wife

hereinafter called the "Seller" and JACK T. FUGIT and TERESA FUGIT, 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:

A tract of land located in the Southwest Quarter of the Southeast Quarter of Section 25, Township 3 North, Range 7 E.W.M., more particularly described as follows: Beginning at the Southeast corner of the said Section 25; thence along the South line of said Section 25, North 80°47'30" West 1,543.13 feet to the Easterly right of way line of County Road No. 2062 designated as the Kanaka Creek Road as constructed in 1970; thence North 17°27'30" West along said right of way line 377.44 feet; thence North 21°32'34" West 167.48 feet; thence North 25°37'34" West 174.10 feet; thence North 35°58'34" West 268.16 feet; thence North 46°19'34" West 133.77 feet to the True Point of Beginning; thence North 40°14'01" East 128.56 feet; thence North 66°46'19" West 203.20 feet; thence South 71°46'19" West 169.03 feet to the Easterly right of way line of said Kanaka Creek Road; thence Southerly along the said right of way line 283.56 feet to the True Point of Beginning.

SUBJECT to a contract, including the terms and provisions thereof, between Lee Ramsey and Audrey M. Ramsey, husband and wife, as sellers, and Cecil Bates and Charlotte Bates, husband and wife, as purchasers, dated February 9, 1976, recorded February 17, 1976 in Book 70 of Deeds, Page 474, records of Skamania County, Washington.

THE TERMS AND CONDITIONS of this contract are as follows: The purchase price is Thirty Two Thousand and No/100 (\$32,000.00) Dollars, of which Ten Thousand and No/100 (\$10,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Two Hundred Ninety and 74/100 (\$290.74) Dollars, on or before the 10 day of May, 1980, and Two Hundred Ninety and 74/100 Dollars on or before the 10 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 10 per cent (10%) per annum from the 1st day of April, 1980, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Seller agrees to repair damage at seller's expense, to trailer up to date of possession by purchaser. All payments to be made hereunder shall be made at Riverview Savings Association, Stevenson, or such other place as the seller may direct in writing.

~~Seller hereby agrees to pre-pay \$10.00 per day for 30 days of possession from date of closing.~~

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

April 10, 1980

(1) The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and it 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 liens or assessments now or then 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 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the Purchaser or seller or the agents of either be held to any covenant or agree for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing; and after the date of closing, to add 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 if the taking of said real estate or any part thereof for public use; and agrees that no such real estate, 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 the seller elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has sold, or agrees to deliver within 3 days of the date of closing, a purchase's policy of title insurance in standard form, or a county abstractor, issued by American Title Insurance Company, covering 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. Judicial or governmental proceedings appearing in said policy for;

b. Liens of contractors which by the terms of this contract the Purchaser is to assume, or as to which the conveyance hereunder is to be made absolute; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any other, or other obligations, which seller by law can not agree to pay, none of which is the purpose of this paragraph (5) shall be deemed defects in seller's title.

RECORDED WITH COUNTY CLERK'S OFFICE
APR 10 1980 BY JAMES A. COOPER

(8) If seller's debt to said real estate is subject to an existing contract or contracts under which seller is bound to make payments on 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 amount so paid shall be applied to the payments next falling due the seller under this contract.

(9) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above provided, to execute and deliver to purchaser a sufficient warranty **FULFILLMENT** deed to said real estate, subject in part thereto heretofore taken for public use, free of encumbrances excepting any that may attach after date of closing through any period longer than the seller, and subject to the following:

a) Rights of the public in streets, roads and highways

b) Right of way easement, including the terms and provisions thereof granted to Public Utility District No. 1 of Skamania County, Washington, a Municipal Corporation, dated August 20, 1970, recorded August 21, 1970 in Book 61, page 486, Skamania County Deed records. Said easement being for electric transmission and distribution system.

(10) If on a different date is provided for herein, the purchaser shall be entitled to possession of said real estate ~~as soon as~~ as of closing until 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 purchased is entitled to possession.

(11) In case the purchaser fails to make any payment herein provided for or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amount 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.

(12) 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.

(13) 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 sum 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.

REGISTERED by *Cecil Bates* (S&A)
INDEXED AND *Charlotte Bates* (S&A)
SEARCHED *Jean F. Egan* (S&A)
RECORDED *Charl. Bates* (S&A)
COPIED *Charl. Bates* (S&A)
SERIALIZED *Charl. Bates* (S&A)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me **CECIL BATES** and **CHARLOTTE BATES**, husband and wife 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 herein mentioned:

GIVEN under my hand and affidavit as this

10th day of April, 1980

Notary Public in and for the State of Washington,

Reverend

First American Title
INSURANCE COMPANY

No. 150
Filed for transfer request of TRANSACTION EXCESS TAX

APR 1 1980

SEARCHED INDEXED SERIALIZED FILED
RECORDED APR 1 1980
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
REVEREND

REVEREND CHARLES J. EGAN
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
PAPER WORK IS TRUE TO THE BEST OF MY KNOWLEDGE
AND BELIEF.
Reverend
APR 1 1980
SEARCHED INDEXED SERIALIZED FILED
RECORDED APR 1 1980
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
REVEREND