

WASH.

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 27th day of March, 1980,

between JACK L. BELL and PATRICIA J. BELL, husband and wife

hereinafter called the "Seller" and TERENCE C. BRANTHALTE AND MARILYN J. BRANTHALTE, husband and wife, and STANLEY MC CABE and LOI MC CABE, 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 improvements thereon, situated in Skamania County, State of Washington,

The South 450 feet of the East 332.3 feet of the Southwest Quarter of the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian.

EXCEPT that portion lying Southerly and Easterly of the Northwesterly line of Jackins-Bulman Road.

ALSO KNOWN AS Lot 2 of the Jack Bell Sheet Plat #1 as recorded in Book 2 of Short Plats, Page 144, Records of Skamania County, Washington.

Subject to Contract of Sale dated July 31, 1978 and recorded August 11, 1978 in Book 75 of Deeds at Page 251, under Auditor's File No. 87016 records of Skamania County, Washington. (affects a portion of said property and other property).

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

FOURTEEN THOUSAND NINE HUNDRED AND NO/100 - - - - - is \$ 14,900.00 Dollars, of which

FOUR THOUSAND AND NO/100 - - - - - - - - - - is \$ 4,000.00 Dollars to be

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

One Hundred Twenty Five and No/100 - - - - - - - - is \$ 125.00 Dollars

or more at Purchaser's option, on or before the 17th day of May, 1980 ,

and One Hundred Twenty Five and No/100 - - - - - - - - - - is \$ 125.00 Dollars

or more at Purchaser's option, on or before the 17th 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 1/2 percent per annum from the 17th day of April, 1980 .

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 4410 W Street, Washougal, Washington 98671

or at such other place as the Seller may direct in writing.

Said contract to be paid in full within seven (7) years from date of closing.

If payment is ten (10) days past scheduled due date, the late charge will be 5% of monthly payment.

No liens to be placed on this parcel of land by seller after closing.

Seller warrants park approval.

For a cash payment on the principal balance of this contract in the amount of \$4000.00 over and above the down payment and required monthly payments, seller agrees to release to purchaser a 1 acre

deed release of purchasers choice.

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

1. The purchaser covenants and agrees to pay before delinquency all taxes and assessments that may be levied against and graded hereinafter become a lien on said real estate; and if by the terms of this contract the purchaser has retained possession of the premises, contract or other encumbrance, or has retained payment or agreed to purchase subject to, any taxes or assessments now or to be levied on said real estate, the seller agrees to pay to the purchaser the same actual delinquency.

2. The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter on said real estate in the same condition as the actual cash value thereof against loss or damage by fire and windstorms in a company of other property owned by the seller, as his interest may appear, and to pay all premiums therefor and to deliver all policies and contracts thereof to the seller.

3. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor the buyer shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser be liable for the costs of labor to be held to any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement is contained herein or in any 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 off his lands or on said real estate or any part thereof, for public use; and agrees that no right, action, destruction or other claim, suit or action for consideration, in case any part of said real estate is taken for public use, the party or parties of the condominium awarding compensation 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 compensation toward the reduction of any improvements damaged by such taking. In case of damage or destruction from a realty interest, whether the proceeds of such insurance remain 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 purchased directs that said proceeds shall be paid to the seller for application to the purchase price herein.

5. The seller has followed, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, on a commitment therefore, issued by First American Title Insurance Company, Inc., covering the purchase of 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 of 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 15 shall be deemed defects in seller's title.

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(6) If a purchaser to said real estate is subject to an existing contract or contains under which seller is purchaser said real estate, by may execute or other obligation, which seller is to pay, seller agreed 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 his contract.

(7) The seller agrees, upon receipt full payment of the purchase price and taxes, in the manner above specified, to execute and deliver to purchaser a statutory warranty - full fulfillment - deed to said real estate, excepting any part thereof, per capita tax for public use, free of encumbrances except any tax may attach after date of closing through any person other than the seller, and subject to the following:

Assessments of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing made 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 purposes. 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.

(9) 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 amounts so paid by the seller, together with interest at the rate of 10% per annum thereon until payment in full, shall be repaid by the 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 herein terminated, one upon his doing so, all payments made by the purchaser hereunder and all agreements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller, until be construed as a waiver of any subsequent default.

Servive upon a 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 a 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 recoverable 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 herein have executed this instrument as of the date first written above.

Dick L. Bell
Dick L. Bell

Patricia J. Bell
Patricia J. Bell

STATE OF WASHINGTON,

County of Clark

On the day personally appeared before me **Jack L. Bell and Patricia J. Bell** to me known to be the individuals so 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.

My affix my hand and official seal this

14th day of April, 1980

No.

7463

Notary Public in and for the State of Washington.

APR 14 1980

Amount Paid

residing at Vancouver

St. L. County Treasurer

By Patricia J. Bell

RECEIVED

AMERICAN LIFE

INSURANCE COMPANY

Filed for Record on Request of
Mail to:

Name: Terry Branthwaite

Address: 5225 29th Ave. N.E.

City and State: Gainesville, Washington 98034

STATE OF WASHINGTON / RECORDED IN CLERK'S OFFICE
COUNTY OF ST. LUCAS / EXAMINED AND APPROVED

HEREIN CERTIFY THAT THIS IS A

DOCUMENT OR CONTRACT FILED BY

RECORDED ON APRIL 14, 1980

AT THE CLERK'S OFFICE, ST. LUCAS COUNTY, WASH.

RECORDED ON APRIL 14, 1980

AT THE CLERK'S OFFICE, ST. LUCAS COUNTY, WASH.

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