



90730

REAL ESTATE CONTRACT  
(FORM A-1984)

BOOK 78 PAGE 198

SAFECO

SK-11906

THIS CONTRACT, made and entered into this 6th day of May, 1980  
between JACK D. PHILLIPS and JOHANNA PHILLIPS, husband and wife,  
hereinafter called the "seller," and WILLIAM G. CRISMAN, a single man, and KIMBERLY K. BRYAN, a single  
woman, as tenants in common with right of survivorship,  
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;

SUBJECT TO: 1. General taxes for the second half of the year 1980. 2. Mortgage dated July 12, 1967, recorded July 24, 1967, in Book 46 of Mortgages at Page 81, under Auditor's File No. 68966, which the seller agrees to continue to pay according to its terms and provisions and in accordance with Paragraph 6 below. 3. Any question that may arise due to shifting or change in the course of the Washougal River, or due to said River having changed its course. 4. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said River is navigable.

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

FIFTY-SIX THOUSAND FIVE HUNDRED AND NO/100----- \$56,500.00 Dollars, of which

FOURTEEN THOUSAND AND NO/100----- \$14,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE HUNDRED NINETY-FOUR AND 53/100----- \$394.53 Dollars,

or more at purchaser's option, on or before the 8th day of June, 1980,

and THREE HUNDRED NINETY-FOUR AND 53/100----- \$394.53 Dollars,

or more at purchaser's option, on or before the 8th 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 eleven (11) per cent per annum from the 8th day of May, 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 direct to seller or at such other place as the seller may direct in writing.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any interest owing Seller, within Ten (10) years from date of closing. However, Seller agrees to extend this date should the spring become inoperable and a well could be put on the subject property.

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

(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 if 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 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 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 receipts 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 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 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:

- Printed general exceptions appearing in said policy form;
  - 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
  - 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.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST  
QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE  
MERIDIAN; THENCE WEST ALONG THE CENTERLINE OF SECTION 33 A DISTANCE OF 250  
FEET; THENCE NORTH A DISTANCE OF 250 FEET, MORE OR LESS, TO THE CENTER OF  
THE COUNTY ROAD KNOWN AS SALMON FALLS ROAD; THENCE IN AN EASTERLY DIRECTION  
ALONG THE CENTERLINE OF SAID COUNTY ROAD TO INTERSECTION WITH THE EAST LINE OF

90730

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, in consideration of the

purchaser a statutory warranty

Fulfillment

deed to said real estate, together with

part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any action of

1. Any question that may arise due to shifting or change in the course of the Washougal River or due to said River having changes its course.

2. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said River is navigable.

(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 as 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 to 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.

\* Jack D. Phillips (SEAL)  
 Jack D. Phillips

\* Johanna Phillips (SEAL)  
 Johanna Phillips

\* William G. Crisman (SEAL)  
 William G. Crisman

\* Kimberly K. Bryan (SEAL)  
 Kimberly K. Bryan

STATE OF WASHINGTON,

County of Clark

On this day, personally appeared before me Jack D. Phillips, Johanna Phillips, William G. Crisman &amp; Kimberly K. Bryan

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 6th day of

7500

May, 1980

Notary Public in and for the State of Washington

residing at Brush Prairie

No. 7500  
TRANSACTION EXCISE TAX

MAY 7 1980

Amount Paid \$5,625.00

Skamania County Treasurer

By Kimberly K. Bryan

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of &amp; Please return to:

NAME JACK D. PHILLIPS

ADDRESS N.E. 1.011 Labarre Road

CITY AND STATE Washougal, WA 98671

REGISTERED	1
INDEXED: DR	1
INDIRECT	1
RECORDED	1
COMPALED	1
REVIEW	1

THIS SPACE RESERVED FOR RECORDER'S USE  
STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

M. C. Title

OF Skamania, WA

AND FILED IN 57

TAX RECORDED IN BOOK 78

OF 100 AT PAGE 18

RECORDED IN SKAMANIA COUNTY, WASH.

J. P. [Signature]

COUNTY CLERK

THREE HUNDRED NINETY-FOUR AND 53/100-----(\$ 394.53) Dollars,  
or more at purchaser's option, on or before the 8th day of June, 19 80,  
and THREE HUNDRED NINETY-FOUR AND 53/100-----(\$ 394.53) Dollars.

or more at purchaser's option, on or before the 8th 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 eleven (11) per cent per annum from the 8th day of May, 19 80, 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 direct to seller or at such other place as the seller may direct in writing.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any interest owing Seller, within Ten (10) years from date of closing. However, Seller agrees to extend this date should the spring become inoperable and a well could be put on subject property.

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be assessed against 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 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 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 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 hereon 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 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 deposited 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 S&FECO 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:

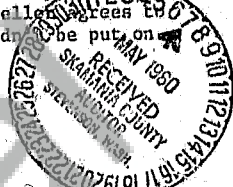
- a. Printed general exceptions appearing in said policy form;
  - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
  - c. Any existing contract or contracts under which seller is purchasing said 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 contracts 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.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE CENTERLINE OF SECTION 33 A DISTANCE OF 250 FEET; THENCE NORTH A DISTANCE OF 250 FEET, MORE OR LESS, TO THE CENTER OF THE COUNTY ROAD KNOWN AS SALMON FALLS ROAD; THENCE IN AN EASTERLY DIRECTION ALONG THE CENTERLINE OF SAID COUNTY ROAD TO INTERSECTION WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, THENCE SOUTH TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE CENTERLINE OF SAID SECTION 33 A DISTANCE OF 240 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE WEST ALONG SAID CENTERLINE 10 FEET; THENCE NORTH 250 FEET; MORE OR LESS TO THE CENTER OF THE COUNTY ROAD KNOWN AS SALMON FALLS ROAD; THENCE IN AN EASTERLY DIRECTION ALONG THE CENTERLINE OF SAID ROAD TO A POINT NORTH OF THE INITIAL POINT; THENCE SOUTH TO THE INITIAL POINT.

AND ALSO EXCEPT A RIGHT-OF-WAY FOR THE COUNTY ROAD KNOWN AND DESIGNATED AS THE SALMON FALLS ROAD.



by United States Mail, postage pre-paid, return receipt requested, directed 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 sum 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 right 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 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.

x Jack D. Phillips (SEAL)  
Jack D. Phillips

x Johanna Phillips (SEAL)  
Johanna Phillips

x William G. Crisman (SEAL)  
William G. Crisman

x Kimberly K. Bryan (SEAL)  
Kimberly K. Bryan

STATE OF WASHINGTON,  
County of Clark

On this day personally appeared before me Jack D. Phillips, Johanna Phillips, William G. Crisman & Kimberly K. Bryan 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 6th day of

May, 1980

7500

Notary Public in and for the State of Washington

Residing at Brush Prairie

No. 7500  
TRANSACTION EXCISE TAX

MAY 7 1980

Amount Paid \$565.00

Skamania County Treasurer

By William G. Crisman



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Please return to:

NAME JACK D. PHILLIPS

ADDRESS M.P. 1, Oil Labarge Road

CITY AND STATE Washougal, WA 98671

REGISTERED  
INDEXED: DJL  
INDEXED: DJL  
RECORDED  
COMPARISON  
REVIEW

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<u>M. C. Little Co.</u>	
OF <u>Steensland, WA</u>	
AT <u>Scot's Bl.</u> <u>5/7</u> <u>1980</u>	
WAS RECORDED IN BOOK <u>78</u>	
OF <u>Index</u> AT PAGE <u>198</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>W. G. Crisman</u>	
COUNTY CLERK	