

90757

REAL ESTATE CONTRACT
(FORM A-1964)

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THIS CONTRACT, made and entered into this 15th day of May, 1980

between JAMES D. ADAIR and LUCILLE G. ADAIR, husband and wife, hereinafter called the "seller," and ROBERT D. WILSON and ROSE E. WILSON, 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:

Lot 14 of COLUMBIA HEIGHTS, according to the official plat thereof on file and of record at Page 136 of Book "A" of Plats, records of Skamania County, Washington.

SUBJECT to Building Restrictions and Restrictive Covenants imposed on the Plat of Columbia Heights by instrument dated November 1, 1968 and recorded June 16, 1969 at Page 491 of Book 60 of Deeds, under Auditor's File No. 71119, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Sixty-Four Thousand Five Hundred and no/100----- \$64,500.00 Dollars, of which

Thirty Thousand and no/100----- \$30,000.00 Dollars shall be paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Three Hundred Seventy-Five and no/100----- \$375.00 Dollars,

or more at purchaser's option, on or before the 15th day of June 1980

and Three Hundred Seventy-Five and no/100----- \$375.00 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 Twelve (12) per cent per annum from the 15th 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 General Delivery, McCleary, WA 98557 or at such other place as the seller may direct in writing.

On May 15, 1982, twenty-four (24) months after the date of the closing of this contract, the then principal and the then accrued interest shall become fully due and payable.

Seller shall deliver possession to purchaser on or before 30 days from date of closing. Seller agrees to pay purchaser the sum of \$12.50 for each day of possession beyond date of closing. Possession shall be deemed given when seller has vacated the premises and delivered keys to purchaser. Said payment shall be the sole responsibility of the seller. As referred to in this contract, "date of closing" shall be May 15, 1980

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereinafter become liable for said real estate, and if by the terms of this contract the purchaser has accepted or agreed to any mortgage, contract or other encumbrance, or the assumed payment of or agreed to by whomsoever to pay taxes or assessments now or hereon 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 building, lot and therefrom free on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, at his expense, if any appear, and to pay all premiums therefor and to deduct 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 therein nor shall the purchaser or seller or the agents of either be held to any covenant or agreement, for a return, depreciation or repair unless the agreement or agreement held on or contained herein or in writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability 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 he or an assignee that he or an assignee shall be liable for the cost of restoration. In case any part of said real estate is taken for public use, the relation of the condemnation award received after payment of reasonable expenses of securing the sum shall be paid to the seller and applied as payment on the purchase price herein or less the seller's costs 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 windstorm, typhoon, the proceeds of such insurance remaining after payment of the reasonable expense of repairing the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser else so directs and provided that he 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 otherwise, 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 (b) shall be claimed 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 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 not falling due the seller under this contract.



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(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 therof registered 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:**

Building Restrictions and Restrictive Covenants imposed on the Plat of Columbia Heights by instrument dated November 1, 1968 and recorded June 16, 1969, at Page 491 of Book 60 of Deeds, under Auditor's File No. 71119, records of Skamania County, Washington.

(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 in legal 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 12% 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 process 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 but not to collect any payment made by the purchaser, 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, not to exceed a reasonable cost of enjoining 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 their instruments as of the date first written above.

JAMES D. ADAIR

Lucille G. Adair

ROBERT D. WILSON

ROSE E. WILSON

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of SKAMANIA

On this day personally appeared before me

James D. Adair and Lucille G. Adair

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

they do hereby make and sign the same as a true and voluntary act and deed.

their

(true and voluntary act and deed).

GIVEN under my hand and affixed on this

15

day of

May, 1980.

Kathleen L. Stevenson

Notary Public in and for the State of Washington

Residing at Stevenson

REGISTERED	X
INDEXED	X
SERIALIZED	X
FILED	X
MAILED	



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NO. 7508
TRANSACTION EXCISE TAX

MAY 14 1980

Amount Paid \$645.00

Skamania County Treasurer
By *[Signature]* *[Signature]*NAME _____
ADDRESS _____
CITY AND STATE _____THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
[Signature]
ON *[Date]*
AT *[Time]* M, *[Date]* 19*[Year]*

WAS RECORDED IN BOOK *[Book]*
ON *[Date]* AT PAGE *[Page]*
RECORDS OF SKAMANIA COUNTY, WASH.

[Signature]
[Signature]