

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 23rd day of JUNE, 1980

between HORTON J. BALDWIN and SARAH H. BALDWIN, husband and wife

hereinafter called the "seller," and

TOM D. HARRIS and RUBY A. HARRIS, 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 16 and the West half of Lot 17, WASHOUGAL SUMMER HOME TRACTS, according to the official plat on file and of record in Book A of Plats, at page 78, records of Skamania County, Washington.



The terms and conditions of this contract are as follows: The purchase price is SIXTEEN THOUSAND EIGHT HUNDRED

DOLLARS AND NO/100----- (\$ 16,800.00) Dollars, of which

THREE THOUSAND FIVE HUNDRED DOLLARS AND NO/100----- (\$ 3,500.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: ONE HUNDRED TWENTY EIGHT DOLLARS AND 36/100----- (\$ 128.35) Dollars,

or more at purchaser's option, on or before the 23rd day of JULY, 1980,

and ONE HUNDRED TWENTY EIGHT DOLLARS AND 36/100----- (\$ 128.36) Dollars,

or more at purchaser's option, on or before the 23rd 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 percent per annum from the 23rd day of JUNE,

which interest shall be deducted from each arrearage payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made as follows: Monthly Savings - Bank of America, Wash. or at such other place as the seller may direct in writing.

- ***Contract is to be cashed out in 5 years (1985).
- ***No trees (timber) shall be cut without the written consent of the seller.
- ***No more than 29% shall be paid before January 1, 1981, including monthly payments and loan payments.

As referred to in the contract, "date of closing" shall be UPON RECORDATION

(1) The purchaser agrees to deliver to the seller... and a copy of the same as between grantor and grantee... contract of conveyance... and the payment of or agreed to pay... taxes or assessments now a lien on said real estate...

(2) The purchaser agrees to pay... and hereafter placed on said real estate... to deliver all public... and roads thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor... shall be held to any covenant... unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of the contract.

(4) The purchaser assumes all hazard of damage to or destruction of any improvements now on said real estate or hereafter placed on the same, 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 proceedings the same shall be paid to the seller and applied as payment of the purchase price hereunder.

(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 First American 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. Pledged 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 defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or agreement... upon default, the purchaser shall have the right to make any payments necessary to cause the same to be applied to the payments set forth in this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest... deliver to purchaser a satisfactory warranty fulfillment... subject to the following:

- 1) Easements and rights of way for public roads, including the right of way to secondary State Highway No. 5-B, over and across the real estate shown on sheets of the face of the plat.
- 2) Any question that may arise due to the shifting or change in the course of the Washougal River, or due to said river having changed its course.
- 3) 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 the date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the building 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.

(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 the 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.

Notice 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 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 time 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 the instrument of the date first written above.

Howard B. Baldwin (SEAL)
Sarah H. Baldwin (SEAL)
Tom D. Harris (SEAL)
 R. J. Harris

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me **HUBER J. AND SARAH H. BALDWIN** to me known to be the individuals 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 14th day of JUNE, 1980.

No. 7357
TRANSACTION EXCISE TAX

Notary Public in and for the State of Washington,
John M. McEligan

JUN 23 1980
Amount Paid \$1,150.00

residing at Vancouver



Skamania County Treasurer *Tom D. Harris*
First American Title INSURANCE COMPANY

Filed for Record at Request of
MAIL TO:

Name Tom D. Harris
Address 1405 SE Blair Road
City and State Washington WA 98671

COLLECTED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
SERIALIZED	<input checked="" type="checkbox"/>
FILED	<input checked="" type="checkbox"/>

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 COUNTY OF SKAMANIA 1980
 I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Skamania County Treasurer IS A TRUE AND CORRECT COPY OF THE ORIGINAL.
John M. McEligan
 Notary Public
Y. P. Todd
 Clerk