



90959

REAL ESTATE CONTRACT (FORM A-1864)

BOOK 78

PAGE 415

THIS CONTRACT, made and entered into this 10 day of July 1980 between J. WALTER GOSNELL and RUTH ANN GOSNELL, husband and wife, and DAVID G. TURNBULL and MARTHA A. TURNBULL, husband and wife hereinafter called the "seller," and BEN F. BUSH and LELA M. BUSH, 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 1 of GOSNELL VIEW TRACTS according to the official plat thereof on file and of record in Book A of Plats, Page 129, records of Skamania County Auditor, Skamania County, Washington. (Legal con't. on SUBJECT to Restrictive Covenants dated July 11, 1972 and recorded reverse) July 13, 1972 in Book 64 of Deeds, Pages 253 to 255 inclusive, Auditor's File No. 74981, records of Skamania County, Washington. SUBJECT to Right of Way Easement to Public Utility District No. 1 of Skamania County, Washington dated November 12, 1973 recorded November 26, 1973 under Auditor's File No. 76882 records of Skamania County, Washington. SUBJECT to any service, installation or construction charges for sewer, water, or electricity, as noted on the Plat.

The terms and conditions of this contract are as follows: The purchase price is Nineteen Thousand and no/100

(\$19,000.00) Dollars, of which Four Thousand Five Hundred and no/100 (\$4,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two Hundred Fifty and no/100 (\$250.00) Dollars,

or more at purchaser's option, on or before the 10th day of August 1980

and Two Hundred Fifty and no/100 (\$250.00) Dollars,

or more at purchaser's option, on or before the 10th 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 10th day of July 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 Rainier Bank, White Salmon, Washington or at such other place as the seller may direct in writing.

If any installment of the purchase price is not paid when due, and such failure continues for 60 days, seller may, at his option declare the entire balance of the purchase price immediately due and proceed to collect the same.

SUBJECT to 2nd 1/2 1980 Real Estate Taxes.

As referred to in this contract, "date of closing" shall be July 1, 1980

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied on or against the real estate hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any such taxes, 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 closing.

(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 fire and 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.

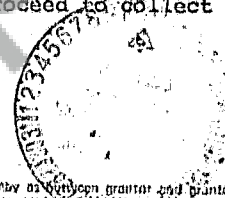
(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is filed in a contained herein or in any writing and attached 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 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 breach 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 repair all or a portion of such condemned or destroyed improvements on or toward 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, to the purchaser a 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 latent damage by reason of defect in title of 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 (if any) 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 mortgages or other obligations, which seller by this contract agrees to pay, none of which for the purpose of this paragraph 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 (including the interest) under this contract.



90959

BOOK 78 PAGE 2

(7) The seller agrees upon receiving full payment of the purchase price and interest on such interest to execute and deliver to the purchaser a deed of conveyance in full satisfaction of the purchase price and interest thereon.

Fulfillment

Restrictive covenants dated July 11, 1972 and recorded July 13, 1973 in Book 64 of Deeds, Pages 253 to 255 inclusive, Auditor's File No. 74981, records of Skamania County, Washington.

SUBJECT to Right of Way Easement to Public Utility District No. 1 of Skamania County, Washington dated November 12, 1973 recorded November 26, 1973 under Auditor's File No. 76882 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.

(9) In case the purchaser fails to make any payment herein provided or to maintain, improve, or repair, as herein required, the seller may make such payment or effect such repairs, 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 its 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.

Specimen upon purchaser of all demands, notices or other papers with respect to her title and encumbrances of purchaser's rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's failure to bring suit to enforce a condition 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 or on such suit.

If the seller shall bring suit to enforce or liquidation 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.

Walter Gosnell, RUTH ANN GOSNELL

DAVID G. TURNBULL (SEAL)

MARTHA A. TURNBULL (SEAL)

BEN F. BUSH (SEAL)

LEILA M. BUSH (SEAL)

STATE OF WASHINGTON, County of Skamania

On this day personally appeared before me J. Walter Gosnell, Ruth Ann Gosnell, David G. Turnbull and Martha A. Turnbull, to me known to be the individuals identified in and who executed the within and foregoing instrument, and I acknowledge 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 official seal, this 10th day of July, 1980

Notary Public for and for the State of Washington

Legal description (continued from front)

ALSO all that portion of the Northeast Quarter of the Southwest Quarter of Section 21, Township 3 North, Range 10 East of the W.M., lying between the East and Westerly lines of said Lot 1 extended Southerly.



SAFECO TITLE INSURANCE COMPANY

No. 7586 TRANSACTION EXCISE TAX

JUL 14 1980

Amount Paid \$170.00

Shannon County Register By Washington County Auditor

NAME ADDRESS CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

Recorder's use stamp with fields for name, date, and recording details.