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REAL ESTATE CONTRACT (FORM A-1964)

BOOK 78

PAGE 43

Sh-11857

THIS CONTRACT, made and entered into this 14TH day of JULY, 1980

between LARRY J. NICHOLS AND DIANE P. NICHOLS, HUSBAND AND WIFE;

hereinafter called the "seller," and HENRY T. CARSTEN, JR. AND MARIETTA CARSTEN, HUSBAND AND WIFE;

hereinafter called the "purchaser,"

WITNESSETH: That the seller agree 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:

SEE ATTACHED LEGAL DESCRIPTION AND RESERVATION.

The terms and conditions of this contract are as follows: The purchase price is FORTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO/100... TWELVE THOUSAND DOLLARS AND NO/100... FIVE HUNDRED DOLLARS AND NO/100... 14TH day of AUGUST... 10% per cent per annum from the 14TH day of AUGUST

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing. COLUMBIA GORGE BANK STEVENSON, WASHINGTON 98649

BALANCE OF CONTRACT TO BE PAID OFF ON OR BEFORE JULY 15, 1981.

No. TRANSACTION EXCISE TAX

JUL 14 1980 Amount Paid \$4,850.00 Skamania County Treasurer

As related to in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at hereon greater or granted 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 tax 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 by 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...

(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 thereon nor shall the purchaser or seller or the agents 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 hereon 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 commencing after payment of the reasonable expenses of procuring the same shall be allocated 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 hereon.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a title binder 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 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 binder.
b. Easements or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereon is to be made subject, and
c. Any existing contract, conditions or covenants 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, shall be deemed defects in seller's title.

(6) 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 all payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove such default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

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(7) The seller shall retain full payment of the purchase price and interest, if the purchaser is unable to obtain a title insurance policy and a statutory warranty... (8) The seller shall retain full payment of the purchase price and interest, if the purchaser is unable to obtain a title insurance policy and a statutory warranty...

EASEMENTS FOR PIPELINE GRANTED TO PACIFIC NORTHWEST PIPELINE CORPORATION REFERENCED IN BOOK 41 OF DEEDS AT PAGE 396 AND IN BOOK 42 OF DEEDS AT PAGE 230.

RIGHTS RESERVED BY RICHARD S. HASKEN AND NOREEN L. HASKEN, HUSBAND AND WIFE IN DEED RECORDED MAY 20, 1970 IN BOOK 61 OF DEEDS AT PAGE 756.

EASEMENT FOR A ROAD 30 FEET IN WIDTH OVER AND ACROSS THE EXISTING RIGHT-OF-WAY CONNECTING WITH THE COUNTY ROAD KNOWN AND DESIGNATED AS MAPLE PLAT ROAD, ALSO KNOWN AS BUGHAN CREEK ROAD.

(9) Unless a different date is provided for hereon, 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 same and not to use or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all services, utility 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.

(10) In case the purchaser fails to make any payment so provided or to maintain insurance, as hereon 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 to accrue from date of payment until repaid, shall be recoverable by purchaser on seller's demand, all as though provided for in any other right the seller might have by reason of such default.

(11) This 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 of any 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 cease its doing so. All payments made by the purchaser hereunder and all improvements hereon shall remain the property of the seller as liquidated damages, and the seller shall have the right to enter and to take possession of the real estate to and to remove by the terms of any default on the part of the purchaser all of construction in violation of any subsequent default.

Without valid payment of all amounts due by the purchaser with respect to taxes and termination of purchaser's right to possession made by United States Map, including the parcel interest received by a note directed to the purchaser in this address last known to the seller.

The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit same and not to use or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all services, utility 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.

If the seller shall elect to terminate the contract on the date such suit is commenced, which shall be the date of the judgment in such suit, the purchaser agrees to pay a reasonable attorney's fee and all costs and disbursements in connection with such suit, and to pay a reasonable attorney's fee and all costs and disbursements in connection with such suit.

IN WITNESS WHEREOF, the parties hereto have signed this instrument as of the date first above written.

LARRY J. NICHOLS (SELLER)
DIANE P. NICHOLS (SELLER)
HENRY T. CARSTEN, JR. (PURCHASER)
MARIETTA CARSTEN (PURCHASER)

STATE OF WASHINGTON
County of SKAMANIA

On this day personally appeared LARRY J. NICHOLS AND DIANE P. NICHOLS, HUSBAND AND WIFE to the 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,

GIVEN under my hand and official seal this 18TH day of JULY, 1980

Stevenson
Notary Public and for the State of Washington

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME:
ADDRESS:
CITY AND STATE:

REGISTERED
INDEXED
RECORDED
DISPENSED
INDEXED

THIS SPACE RESERVED FOR THE TITLE INSURANCE COMPANY'S USE
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF RECORD FILED BY Skamania Title Co. OF Skamania, WA, AT 2:55PM July 17, 1980 WAS RECORDED IN BOOK 118 OF DEEDS AT PAGE 121. RECORDS IN DEEDS COUNTY ALASKA

WORDS OF THIS DEED BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF SNOHOMISH, WASHINGTON, IN THE YEAR 1953, AS FOLLOWS:

ACCORDING TO THE NORTH WEST CORNER OF THE SECTION 22, QUARTER 1, OF SAID SECTION 33, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 33, 311.78 FEET; THENCE SOUTH OF 15' 30" 1/2" TO THE TRUE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT; THENCE SOUTHWEST ALONG SAID TRUE POINT OF BEGINNING 200 FEET; THENCE NORTH ALONG SAID SOUTH LINE 110 FEET; MORE OR LESS BY A POINT ON THE EAST BANK OF THE BROWN CREEK CARRY OVER NO. 3011; THENCE NORTHEASTERSLY 80 FEET; THENCE WESTERLY TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE GAS LINE RIGHT OF WAY; THENCE NORTHEASTERSLY ALONG SAID GAS LINE 100 FEET TO THE TRUE POINT OF BEGINNING;

ALSO FROM LOT 3 OF THE NICHOLS SHORT PLAT, AS RECORDED IN BOOK 2 OF SHORT PLATS, PAGE 172, UNWPA AUDITOR'S FILE NO. 90523, RECORD OF SNOHOMISH COUNTY WASHINGTON.

RESERVING AND TO THE SELLER HERLIN, AN EASEMENT 10 FEET IN WIDTH, FOR CONSTRUCTION AND MAINTENANCE OF EXISTING PUMP LIFT SAID 10 FOOT EASEMENT SHALL BE CONTIGUOUS TO THE EASTERN BANK OF SAID CREEK, AND SHALL EXTEND FROM THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT TO THE NORTHERLY LINE THEREOF.

THE SELLER HERLIN RESERVE TO HIMSELF, HIS HEIRS, AND ASSIGNS AN EASEMENT FOR LINES, TRAPERS AND CUT LINES OVER AND ACROSS AN EXISTING ROAD 30 FEET WIDE AS NOW USED AND AS SET FORTH ON SHORT PLAT RECORDED IN BOOK 2 OF SHORT PLATS AT PAGE 172 AND UNWPA AUDITOR'S FILE NO. 90523.

REAL ESTATE CONTRACT
MICHAEL CARPENTERS, JR.

[Handwritten signatures and initials]

