

91042

**REAL ESTATE CONTRACT
(FORM A-1004)**

BOOK 78 PAGE 502

THIS CONTRACT, made and entered into this 1st day of August, 1980
 between ROSETTA M. HOLLOWBERRY DRURY and WILLIAM A. DRURY, husband and
 wife, hereinafter called the "seller" and DAVID M. CONNOLLY and / N. CONNOLLY, 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 3 of the ROSETTA M. HOLLOWBERRY SHORT PLAT, as per Short Plat thereof filed in Book 2 of Short Plats, Pages 7-7C, inclusive, records of Skamania County, Washington, more particularly described as the East One Half of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 35, Township 4 North, Range 7 East of the W.M., lying Northerly of Blackledge Road, EXCEPT that portion thereof lying within the North Half of the North Half of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Said Section 35.

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

(\$8,000.00)----- is \$8,000.00 Dollars, of which
One Thousand and no/100----- is \$1,000.00 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-Five and no/100----- is 125.00 Dollars,
 or more at purchaser's option, on or before the 15th day of August 1980

and **One Hundred and Twenty-Five-----** is 125.00 Dollars,
 or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said

purchaser 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 **Ten (10)%** per cent per annum from the 1st day of August 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 P.O. Box 46, Carson, WA 98610
 or at such other place as the seller may direct in writing.

Notwithstanding any other provision in this contract, no improvements shall be placed on said real estate during the life of this contract, except that purchasers may install approved septic system.

Purchasers shall be responsible for complying with all perc and septic system regulations and requirements of Skamania County and the Southwest Washington Health District, prior to installation of septic system. Sellers have approved perc at time of sale, but do not guarantee further perc approval after date of this contract. Further perc approval requirements shall be the sole responsibility of the purchasers.

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee thereafter 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 or hereafter 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 incurred 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, so that his interest may appear, and to pay all premiums therefor and to collect 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 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 so made is contained herein or is in writing and attached thereto 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, end of the same on 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 consideration 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 improvement 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 expenses of procuring the same shall be diverted to the restoration or rebuilding of such improvement within a reasonable time, unless purchaser elects that said proceeds shall be held to the seller for application on the purchase price herein.

(5) The seller has delivered, or agreed to deliver within 10 days of the date of closing, a purchaser's policy of title insurance in standard form or a commitment thereto, issued by SAIFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss of 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. Limited general exception 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 his contract agrees to pay, none of which for the events of this paragraph (5) shall be deemed defects in seller's title.

(6) If said real estate sold 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 payment 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 up to the payment due for failing to pay seller under this contract.

(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, part thereof hereafter taken 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:

None

(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 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 offset 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 enforcement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to decline 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.

7628

No _____

TRANSACTION EXCISE TAX

AUG 1 1980

Amount Paid: \$4.00

Skamania County Treasurer
By Leanne M. Connolly

STATE OF WASHINGTON.

County of Skamania } 35.

On this day personally appeared before me Drury, husband and wife, to me known to be the individual(s) so 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

30th day of

JULY 1980.

Stevens J. Lystek
Notary Public in and for the State of Washington
residing at *Stevens*



Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

SAFECO: DR.	RECORDED
INDEXED	SEARCHED
RECORDED	COPIED
SEARCHED X	MAILED

TENNESSEES ATTORNEY FOR RECORDER'S USE	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WRITING	
MATERIALS SET FORTH IN THIS RECORD	
WERE PREPARED BY <i>Stevens J. Lystek</i>	
ON <u>11/10/80</u> AT <u>11:00 AM</u> 19 <u>80</u>	
AND RECORDING IN BOOK <u>118</u> AT PAGE <u>502</u>	
RECORD OF SKAMANIA COUNTY, WASH.	
S. J. Lystek, Attest	
COUNTY AUDITOR	