

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 26th day of July, 1980, between EVELYN GANO, a widow, hereinafter called the "Seller", and RANDY D. ECHAEFFER, a single man, 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, to wit:

Beginning at the Southeast corner of the West Half of the West Half of the Southeast Quarter of Section Eighteen (18), Township One (1) North, Range Five (5), East of the Willamette Meridian; thence North, along the East line of the West Half of the West Half of the Southeast Quarter of said Section 18, a distance of 758 feet, more or less, to a wire fence at the North line of timber; thence West 420 feet; thence South 758 feet to the center of the county road and to the South line of said Section 18; thence West 420 feet to the point of beginning.

ALSO a certain spring located Northwesterly from the above described property and in the West Half of the West Half of the Southeast Quarter of the said Section 18, and an area 25 feet each way from the said spring, together with an easement for a pipe line and right of way from the said spring to the above described property, including the right of ingress thereto and egress therefrom, for the purpose of maintaining and repairing the said pipe line. Above spring and rights to spring reserved by deed from William R. Abbey and Margaret R. Abbey, husband and wife, grantors, to R. S. Sampson and Sybil R. Sampson, husband and wife, and Raymond R. Sampson and Thelma L. Sampson, husband and wife, grantees, dated November 4, 1950, recorded November 16, 1950, page 318, Book 33 of Deeds, Records of Skamania County, Washington.

SUBJECT TO easements and restrictions of record, if any.

The terms and conditions of this contract are as follows: The purchase price is Sixty-three Thousand and no/100 (\$63,000.00) 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:

Balance of Fifty-eight Thousand Five Hundred and no/100 (\$58,500.00) Dollars with interest at ten (10%) per cent per annum, payable as follows:

A payment of not less than Five Hundred Thirteen and 39/100 (\$513.39) Dollars, including interest, on the 1st day of September, 1980, and a like payment of Five Hundred Thirteen and 39/100 (\$513.39) Dollars, in principal interest, on the 1st day of each month

Transcript is correct in accordance with County subdivision ordinance



thereafter until the full amount of principal and interest has been paid in full. Out of the payments made each month, first shall be deducted interest, and the balance applied to principal. Purchaser may make larger or additional payments at any time; provided, however, that this contract shall be paid in full in any event within five (5) years from the date of the execution of this contract.

It is specifically agreed between the parties hereto that this contract shall not be assigned nor any agreement entered into for the sale or conveyance of said property or any portion thereof without the written consent of Seller, which consent shall not be unreasonably withheld.

The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between Seller and Purchaser 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 taxes or assessments now a lien on said real estate, the Purchaser agrees to pay the same before delinquency.

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 loss or damage by both fire and windstorm in a company acceptable to the Seller and for the Seller's benefit, as her interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the Seller.

The Purchaser agrees that full inspection of said real estate has been made and that neither the Seller nor her assigns 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 relied on is contained herein or is in writing and attached to and made a part of this contract.

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 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 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.

The Seller has delivered or agrees to deliver within ninety (90) days of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, 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 shall be deemed defects in Seller's title.

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 next falling due the Seller under this contract.

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 fulfillment statutory warranty deed to said real estate, excepting any 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: easements and restrictions of record.

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.

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 twelve (12%) per cent 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.

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 her 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, or

The Seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Purchaser. It being stipulated that the covenant to pay intermediate installments are independent of the covenant to make deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, 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.

It is agreed between the parties hereto that service of all demands or notices with respect to this contract are to be made by certified mail with return receipt requested, directed to the Seller or the Purchaser at their last known address. The time specified in any notice shall commence to run from the date of the postmark. Failure to pick up certified mail shall not be deemed lack of notice.

In the event that the Purchaser shall fail to make payments as provided herein and the Seller shall be required to employ the services of an attorney for preparation and service of notices, demands or correspondence in connection with said delinquency, that the Purchaser shall pay to Seller the reasonable expense incurred by Seller in employing the services of said attorney. It is further agreed that in any suit or action to enforce any covenant of this contract or collect any installment payment or any charge arising therefrom, or any litigation concerning the provisions of this contract, that the prevailing party shall be entitled to a reasonable sum as attorney's fees, all costs and expenses of searching records, obtaining title reports and costs of said suit, 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.

Evelyn Gano,

Seller

Randy D. Schaeffer,

Purchaser

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STATE OF WASHINGTON)
) ss.
 County of Clark)

On this day personally appeared before me EVELYN GANO, a widow, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of July, 1980.

No. 7638
 TRANSACTION EXCISE TAX

AUG 11 1980
 Amount Paid \$632.00

Skene County Treasurer
 By [Signature]

Notary Public in and for the State of
 Washington, residing at Vancouver.

RECORDED	
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