

FORM A-1984
SK-158621
1-5-3-100

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 27th day of August, 1980

between GARY A. BURNETT and KATHLEEN D. BURNETT, husband and wife

hereinafter called the "seller," and KENNETH TAYLOR and LURA TAYLOR, husband and wife
JOHN B. TAYLOR and ANGELA T. TAYLOR, 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:

The South 353.3 Feet of the North 653.3 feet of the West 670 feet of Government Lot 2 of Section 3, Township 1 North, Range 5 East of the Willamette Meridian; ALSO KNOWN AS Lot 4 of the Burnett Short Plat No. 2, as recorded in Book 2 of Short Plats, Page 127, Auditor's File No. 89558, records of Skamania County, Washington, TOGETHER WITH an easement for ingress, egress, and utilities over and across the 60 foot private roadway designated as Columbia Ridge Road, and as delineated on the short plat herein described.

The terms and conditions of this contract are as follows: The purchase price is THIRTY FOUR THOUSAND AND -----00/100 (\$ 34,000.00) Dollars, of which SIX THOUSAND AND -----00/100 (\$ 6,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: TWO HUNDRED FORTY FIVE AND -----73/100 (\$ 245.73) Dollars, or more at purchaser's option, on or before the 1st day of OCTOBER , 1980, and TWO HUNDRED FORTY FIVE AND -----73/100 (\$ 245.73) Dollars, or more at purchaser's option, on or before the 1st 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 per cent per annum from the 3rd day of September , 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 Central Federal S & L, 1800 Main St. Vancouver or at such other place as the seller may direct in writing. WA 98660

This contract is to be cashed out 7 (seven) years from date of closing of escrow. A one acre deed release from seller to purchaser will be given after \$10,000.00 is paid on principal.

As referred to in this contract, "date of closing" shall be date of recording.

(1) The purchaser assumes and agrees, to pay before delinquency, all taxes and assessments that may be levied against and 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 laid on said real estate, the purchaser agrees to pay the same when delinquent.

(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 loss or 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 thereto to the seller.

(3) The purchaser agrees that full payment of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvement, thereon nor shall the seller or his assigns 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 hazard of damage to or destruction of any improvement 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 to pay for 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 expense of removing the part that is to be taken by 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 compensation 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 expense of repairing the same shall be devoted to the restoration or rehabilitation of such improvements within a reasonable time unless purchaser elects to let and provide that 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, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica 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:

- Printed general exceptions appearing in said policy form;
- Laws or ordinances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is so to be made subject; and
- Any existing contract or rights or 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 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 take 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.

(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 **Fulfillment** deed to said real estate, excepting any part thereof heretofore 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:

an easement for private road access over the Northeast corner of said lot as delineated on the herein described short plat.

(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 building and other improvements on said real estate in a state of repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purposes. 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 effect such insurance, and any amounts so paid by the seller, 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, at which time, in addition 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 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 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 thereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum 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 sum shall be included in any judgment or decree entered in such suit.

I, WITNESS WHEREOF, the parties hereto have executed this instrument at the date first written above.

Gary A. Burnett
GARY A. BURNETT

Kathleen D. Burnett
KATHLEEN D. BURNETT

Kenneth Taylor
KENNETH TAYLOR

John B. Taylor
JOHN B. TAYLOR

Angela T. Taylor
ANGELA T. TAYLOR

STATE OF WASHINGTON
COUNTY OF Clark

On this day personally appeared before me
Gary and Kathleen Burnett
 to me known to be the individual described in and
 who executed the within 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
 day of **August**, 1980.
John B. Taylor
 Notary Public in and for the State of Washington, residing at **Vancouver**

STATE OF WASHINGTON
COUNTY OF

On this day before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared
 to me known to be the **John B. Taylor** Free and voluntary and
 respectively of
 the corporation that executed the foregoing instrument, and acknowledged
 the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that
 authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year above written.

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

Transamerica 7636
Title Insurance Services **TRANSMERICA TITLE INSURANCE COMPANY**

FILED FOR RECORD AT REQUEST OF **Angela T. Taylor**

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip

RECORDED
SEARCHED
INDEXED
SERIALIZED
FILED

THIS SPACE PROVIDED FOR RECORDER'S USE:
 County _____ Date _____

SEARCHED	INDEXED
SERIALIZED	FILED
Date _____	
Recording Office Name _____	