## REAL ESTATE CONTRACT (FORM A-1964)

SX-12390 1-5-5-600

THIS CONTRACT, made and entered into this 4th day of

th <sub>day of</sub> June, 1981

BRADLY J. LONDON and BETTY B. LONDON, husband and wife AND bereinafter called the "seller" and

ROBERT T. BIEVERE and JOANNE R. BIEVERE, husband and wife hereinafter called the "purchaser,"  $\ensuremath{\mathsf{R}}$ 

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

D. ERRICA COLOR

County, State of Washington:

writing.

PER ATTACHED LEGAL....

SUBJECT TO Contract of Sale dated September 12 1973, Recorded April 10, 1979, Recording No. 88313 in Book 76 at Page 361.

SUBJECT TO Contract of Sale dated October 19, 1979, Recorded October 22, 1979, Recording No. 89803, Book 77 Page 428.

The Seller will continue to pay above according to the terms and conditions and in accordance with Paragraph 6 below.

Purchaser shall not assign this Contract or sell any portion of the property which is the subject matter of this contract without the express consent of the seller, obtained in

The terms and conditions of this contract are as follows: The purchase price is

FORTY THOUSAND AND NO/100THS - - - - - - - (\$ 40,000.00 ) Dollars, of which TWO THOUSAND AND NO/100THS - - - - - - (\$ 2,000.00 ) Dollars, of which been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

or more at purchaser's option, on or before the Fifth day of July .19 81 and FOUR HUNDRED AND NO/100THS - - - - - - - - - - - - (\$ 400.00 | Dollars,

or more at purchaser's option, on or before the Fifth 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 Twelve (12) per cent per annum from the Fifth day of June 19 81 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 or at such other place as the seller may direct in writing.

Purchaser has the option of paying \$400.00 or \$500.00 semi-annual payments on the principal balance until reaching a total of \$3,000.00 additional, at which time seller will deliver to purchaser a l acre deed release.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, within Five (5) years from date of closing.

A one (1) year extension may be granted with approval of sellers.

As referred to in this contract, "date of closing" shall be June 5, 1981

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee 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 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 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 remiums 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 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.
- 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 herein unless the 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 into 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, a purchaser's policy of title insurance in standard 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
  - 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
- (6) If seller's title to said real estate is souper and the purpose of this paragraph to shall be deemed defects in seller is type.

  Mortgage or other obligation which seller is to pay, seller agrees to make such payments accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the total any payments hall be applied to the payments next falling due the seller under this contract.

Transaction in compliance with County Sub-division ordinance gramania County Assessor - By: 1-7

BOOK 79 PAGE 232

(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 as tutory warranty <u>fulfillment</u> deed to said real estate, excepting any than the seller, and subject to the following: EASEMENT OF RECORD TRANSACTION EXCISE TAX JUN 16 1981 Amount Paid. Skamania County Treasurer (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 effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annul, thereon from date 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 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 subsequent default.

Service upon purchasers of all demands are winered as a waiver of any 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 a lift 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. Attorney-In-Fact London, Attorney-In-Fact Richard W. (SEAL) STATE OF WASHINGTON, Clark County of (SEAL) On this day personally appeared before me Robert T. Bievere, Joanne R. Bievere, Richard W. London and Betty B. London to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that thev their free and voluntary act and deed for the uses and purposes therein mentioned. SIVEN under my hand and official seal this June, day of Notary Public in and for the State of Washington Vancouver residing at THIS PACE BESE BYED FOR RECORDER'S USE SAFECO TITLE INSURA COUNTY OF SKAMENIA ) SS I HEREBY CERTIFY THAT THE WITHI SAFECO INSTRUMENT OF WRITIN. Filed for Record at Request of Registered & ndexed. Dir. M 6-16 1981 Indirect Recorded . WAS RECORDED IN BOOK Mailed NAME RECORDS OF SKAMANIA COUNTY, WASH **ADDRESS** COUNTY AUDITOR

CITY AND STATE

THE FOLLOWING DISCRIBED SOIL PROFLETY INDICATED IN SKRUNIA COUNTY, STATE OF 

A PORTION OF THE WEST MALE SOUTHWEST CLARIES OF SECTION 5, TOMESTIC 1 NURTH, RANGE 5 FAST OF THE WILLIAMSTIE MESTORN, SKANDALA COUNTY, WESTINGTON,

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THE STATE OF SHIPM STATE OF ST

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STATE OF WASHINGTON	
County of Clark Ss.	SAFECO
On this 3rd day of June Richard W. London Faction Bradly J. London	, 19.81 , before me personally appeared , who executed the within instrument as Attornal
the same as his/her line and voluntary act and deed as attorney for the uses and purposes therein mentioned, and on oath execution of this instrument has not been revoked and that the is now living, and is not incompetent.	fact for Gradly London

hand and official seal the day and year last above written,

Table - 2 2/77

lum Da. esc (Signature)

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

SAFECO Ticle insurance Company - ACHING VLEDGIVENT - ATTORNEY IN FACT

County of	Carri			SAFECO
On this	3rđ	day of	June . 19 81 bet	ore me personally appeared
Fact for	d W. London Terry A			instrument as Attorney in
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Notary Public in and for the State of Washington, residing at \_\_\_\_\_\_ Ancouver

SAFECO Title Insurance Concany - ACKNOWLEDIGMENT - ATTORNEY IN FACT