

SK-13370
01-05-05-0-0-0800-00
01-05-05-0-0-0801-00

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between LARRY LEE SCHLEIF and PAMELA A. SCHLEIF, husband and wife, whose name also appears of record as "Schlief", hereinafter referred to as "Seller", and KENNETH R. TERHAAR and DOROTHY ELOISE TERHAAR, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

The West half of the East half of the Southeast quarter of the Southwest quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the South 60 feet of the Southeast quarter of the Southwest quarter of said Section 5, lying Easterly of Belle-Center Road and Westerly of the Westerly line of the East half of said Southeast quarter of the Southwest quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian.

SUBJECT TO easement for electric transmission lines as now appearing of record, and SUBJECT TO non-exclusive easement for road and electrical transmission lines over the Southerly 60 feet of said property as now appearing of record.

SUBJECT ALSO TO the mortgage now encumbering said property to Riverview Savings Association, and which mortgage shall be the obligation of Seller as hereinafter provided.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00), of which Purchaser has paid the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$60,000.00 shall be due and payable in monthly installments of FIVE HUNDRED FOUR AND 52/100 DOLLARS (\$504.52), or more at Purchaser's option, commencing on the 1st day of May, 1984, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining principal balances of the purchase price shall bear interest from April 1, 1984, at the rate of NINE AND ONE-HALF PERCENT (9-1/2%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month, and the balance shall be credited to the principal.



MILLER & LAHMANN
ATTORNEYS AT LAW
335 N.E. 5TH AVE.
CAMAS, WASHINGTON 98607
AREA CODE 206 - TELEPHONE 634-3502

9722
APR 8 1984
Amount Paid 74,000

Skamania County Treasurer
By _____

Transaction in compliance with County sub-division ordinances.
Kamania County Assessor - By: [Signature]

2. ASSIGNMENT: Purchaser covenants that he will not assign or otherwise transfer his interest in the within contract, nor will contract for the sale of the property or any part thereof, except with the prior written consent of Seller, and which consent Seller covenants not to unreasonably withhold.

3. TAXES, INSURANCE AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1983, and such taxes for 1984 will be prorated between the parties as of April 1, 1984. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments hereafter levied on the property during the performance of this contract. Purchaser further covenants during the performance of this contract, at his sole expense, to keep the insurable buildings on the property continually insured against fire and extended coverage through a policy or policies issued by a company or companies authorized to transact such insurance business in the State of Washington to the full insurable value of the same, with proceeds of such insurance payable to the parties herein and the mortgagee named above as their respective interests shall appear. Such policies of insurance or other proof of such insurance shall be delivered to Seller and the said mortgagee, and such policy shall contain an endorsement or other provisions to the effect that in event of cancellation of such insurance, notice of such cancellation shall be furnished to Seller and the aforesaid mortgagee by certified mail not less than ten (10) days prior to such cancellation. In the event of an insurable loss and the payment of insurance proceeds to Seller and/or said mortgagee, then any sums so paid shall be credited on the unpaid balance of this contract, or at Purchaser's election and with the approval of the mortgagee the proceeds of such insurance will be applied to the expense of the restoration or rebuilding of any such structure, or Purchaser may elect to apply the same to the balance of the purchase price herein.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on April 1, 1984, and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit or suffer no waste thereof, to maintain the same in a good state of repair and maintenance, and to refrain from performing any material alterations to the property, its buildings or improvements, except with Seller's prior written consent, and which consent Seller covenants not to unreasonably withhold. Purchaser covenants further to seasonably pay all charges incurred in connection with the premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, or shall fail to pay the taxes or assessments thereon, shall fail or neglect to maintain the insurance required thereon, or shall neglect any other charge which in the opinion of the Seller may attach as a lien to the premises, or if Purchaser shall fail to promptly repair or maintain the premises or its improvements,

then Seller may, at his election, make any such payments, or perform any such repairs or maintenance, and sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract. Seller will furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

It is acknowledged that the property herein is now encumbered by a mortgage to Riverview Savings Association, Camas, Washington, in the original amount of \$31,500.00. Seller covenants to make all payments required by said mortgage so that the property herein will be conveyed upon the performance of this contract free and clear of said encumbrance. If Seller should neglect any payments required by said mortgage or the promissory note secured thereby, then Purchaser shall be privileged to make any such payments in order to protect his interest in the property, and any sums so paid shall be credited upon the installments next coming due pursuant to this contract.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made to Purchaser by registered or certified United States mail, addressed to Purchaser at his last known mailing address.

IN WITNESS WHEREOF, the parties have executed this instrument this 28th day of March, 1984.

Larry Lee Schleif
Larry Lee Schleif

Pamela A. Schleif
Pamela A. Schleif

Kenneth R. Terhaar
Kenneth R. Terhaar

Dorothy Eloise Terhaar
Dorothy Eloise Terhaar

MILLER & LAHMANN
ATTORNEYS AT LAW
335 N. E. 5TH AVE.
CAMAS, WASHINGTON 98607

S E L L E R

P U R C H A S E R

97361

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me LARRY LEE SCHLEIF, PAMELA A. SCHLEIF, KENNETH R. TERHAAR and DOROTHY ELOISE TERHAAR, to me 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, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of March, 1984.

Larry Lee Schleif
Notary Public in and for the State
of Washington, residing at Camas.

NOTARY PUBLIC

UNOFFICIAL COPY

STATE OF WASHINGTON) ss
COUNTY OF SKAMMIA)
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Star Co Letter Co
OF *Stevenson Wa*
AT *10 4-3-1984*
WAS RECORDED IN BOOK *83*
Sec 270
RECORDS OF SKAMMIA COUNTY WITH
Harvey M. Chow COUNTY AUDITOR
E. Meeker DEPUTY

36
10/11/84