

FORM A-1964  
SK-13566  
02-05-32-3-0-0500-00

## REAL ESTATE CONTRACT

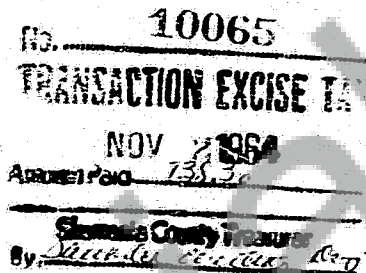
THIS CONTRACT, made and entered into this 1st day of November, 1984

between JAMES L. SCHWARTZ, as his separate estate, who was a single man on November 13, 1979, date of acquiring title

hereinafter called the "seller," and JOHN BLAIR AND KRISTI BLAIR, 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 35 of Washougal Riverside Tract, according to the official plat thereof on file and of record at pages 80 and 81 of Book "A", records of Skamania County, Washington.



The terms and conditions of this contract are as follows: The purchase price is SIXTY NINE THOUSAND AND NO/100----- (\$69,000.00 ) Dollars, of which TEN THOUSAND AND NO/100----- (\$10,000.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: FIVE HUNDRED AND NO/100----- \$ 500.00 ) Dollars, or more at purchaser's option, on or before the 1st day of December , 19 84, and FIVE HUNDRED AND NO/100----- (\$ 500.00 ) 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 \*9.25\* per cent per annum from the 1st day of November , 19 84, 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.

The above payment schedule shall continue until 2 years from the date of closing at which time a balloon payment of \$10,000.00 shall be made and the interest rate shall increase to 10% per annum. and payments shall continue until the principal balance is paid down to \$20,000.00 or 13 years from the date of closing whichever comes first and the entire principal balance shall become due and payable together with accrued interest thereon.

FOR ADDITIONAL TERMS AND PROVISIONS SEE ATTACHED HERETO EXHIBIT "A".

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 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 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.

(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 wind-storm 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 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 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.

(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;
- 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
- 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 (5) shall be deemed defects in seller's title.

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Notation: compliance with County subdivision ordinances.

(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 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.

(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 of fulfillment 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, reservations, restrictions and provisions of record.

(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 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 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 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.

*James L. Schwartz*  
James L. Schwartz

*John J. Blair*  
John Blair  
*Kristi Blair*  
Kristi Blair

STATE OF WASHINGTON }  
COUNTY OF Clark } ss.

On this day personally appeared before me  
James L. Schwartz

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this  
day of 1984

*[Signature]*  
Notary Public in and for the State of Washington, residing at Vancouver

STATE OF WASHINGTON }  
COUNTY OF } ss.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and to me known to be the President and Secretary, 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 first above written.

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

**Transamerica**  
Title Insurance Services

Transamerica  
Title Insurance Company

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip

THIS SPACE PROVIDED FOR RECORDER'S USE:

STATE OF WASHINGTON  
COUNTY OF CLARK

RECORDED WITHIN

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*[Signature]*

*[Signature]*



## ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The following terms are additional conditions and agreements of the parties and the sale of the real property involved:

1. Purchaser has the right to sell the property to another, but in that event the interest rate shall increase to 11½%. This right is limited to one sale only. If the property is thereafter sold to a third party the balance due and owing becomes immediately due in full.
2. Seller also owns the adjoining lot, Lot 34. Seller grants purchaser an option to purchase Lot 34. The term of the option is as long as purchaser owns Lot 35. The options is such that in the event seller decides to sell the property and receives an offer to purchase the property then in that event purchaser may purchase Lot 34 by matching in price, terms, and conditions the offer of the third party. Purchaser shall have five working days to consider whether or not he wants to match an offer. The five days will start running after he has been served personally with the written offer.
3. Seller agrees to finish putting siding on the basement area of the house, and cut molding.
4. Seller insures buyer against any damage that may be caused to the main structure of the house by natural soil erosion. The parties recognize that this is river front property and the river may change its course causing soil erosion damaging the structure of the house. Seller warrants that in the event natural erosion causes structural damage to the house seller shall be obliged to repair the damage at his own expense. In the event seller is unavailable or refuses, or is unable to repair the damage at his own expense purchaser may repair said damage and deduct the cost from the balance due on this contract. This warranty is limited to purchaser and is not transferrable. Also, the warranty expires as soon as the contract is paid off in full.
5. Any major man-made changes in the landscape or cutting of trees must be approved in writing by the seller in advance.
6. Seller has a well on the adjoining Lot 34. The well supplies water to the house that is being purchased. Seller grants to purchaser an easement to use the well, the water from the well, and to go and about Lot 34 to maintain the well and the well lines. Furthermore, the seller grants to purchaser the first priority to the use of the well water. In the event Lot 34 is built on by seller or another the well water may be used to serve Lot 34 but only if such use does not interfere with the pressure, quantity, or quality of water needed by purchaser. Purchaser agrees that the well is presently satisfactory to purchaser, and that seller does not warrant the well. Any cost of repairs or

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ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT  
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maintenance of the well shall be the cost solely of purchaser unless the well is also being used by another in which case the cost shall be shared equally. Also, the utility charge for the operation of the well shall be shared equally with another starting with the date that any other person connects to the well.

7. This sale shall be closed using standard form Real Estate Contract A-1964 a copy of which is attached hereto.

Dated this 1st day of November, 1984.

PURCHASER

John J. Blair

Krista Blair

SELLER

James L. Schwartz