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BOOK 85 PAGE 222

3-7-35-101
SK-13937
ES-335

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th day of November, 1985, between GLENN E. TATE and VIRGINIA J. TATE, husband and wife, hereinafter called the "sellers", and A. RUDDER TURNER and MICHELE TURNER, husband and wife, hereinafter called the "purchasers",

WITNESSETH: That the sellers agree to sell to the purchasers and the purchasers agree to purchase from the sellers the following described real estate, with the appurtenances, in Skamania County, State of Washington:

The East 400 feet of the North 546 feet of the Northeast Quarter of Section 35, Township 3 North, Range 7 East of the Willamette Meridian; also known as Lot 4 of the Short Plat recorded in Book 1 of Short Plats, page 40, under Auditor's File No. 82355, Records of Skamania County, Washington.

Together with all water rights under Certificate Number S2-24277 C, recorded under Skamania County Auditor's File No. 86158 in Book 5 at page 853; and

Together with a 1975 Redman (Trinity) mobile home, 24' x 56'; and

Together with all drapes, curtains, firewood, woodstove and iron firewood holder on said premises.

The terms and conditions of this contract are as follows:

Price and Payment Terms

1. The purchase price is Forty-eight Thousand Dollars, (\$48,000.00), of which Eight Thousand Dollars (\$8,000.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

(a) Four Hundred Dollars (\$400.00), or more at purchaser's option, on or before the 1st day of December, 1985, and Four Hundred Dollars (\$400.00) or more at purchasers' option, on or before the first day of each succeeding calendar month thereafter until the balance of said purchase price shall have been fully paid.

(b) The purchasers further agree to pay interest on the diminishing balance of said purchase price at the rate of Ten and One-Half Per Cent (10½%) per annum from the 15th day of November, 1985, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

2. All payments to be made hereunder shall be made at 1st Independent Bank, Stevenson, Washington 98648, or at such other place as the sellers may direct in writing.

3. As referred to in this contract, "date of closing" shall be November 15, 1985.

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REAL ESTATE EXCISE TAX
NOV 22 1985

PAID 113.40
SKAMANIA COUNTY TREASURER



Registered
11/22/85

4. Purchasers may at their option pay the entire balance of the purchase price remaining due, or any part of such balance, at any time before maturity, without notice to sellers and without penalty.

5. The purchasers assume and agree to pay before delinquency all taxes and assessments, including but not limited to any governmental improvement assessments or charges that may as between grantor and grantee hereafter become a lien on said real estate.

Insurance

6. The purchasers agree, until the purchase price is fully paid, to keep the buildings and mobile home 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 sellers and for the sellers' benefit, as their interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the sellers.

Inspection

7. The purchasers agree that full inspection of said real estate has been made and that neither the sellers nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchasers or sellers 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.

Taking

8. The purchasers assume all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use and agree that any such taking shall not 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 sellers and applied as payment on the purchase price herein unless the sellers agree in writing to allow the purchasers 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 purchasers elect that said proceeds shall be paid to the sellers for application on the purchase price herein.

Title Insurance

9 The sellers have delivered, or agree to deliver within fifteen (15) days of the date of closing, a purchasers' policy of title insurance in standard form, or a commitment therefor, issued by Safeco Title Insurance Company, insuring the purchasers to the full amount of said purchase price against loss or damage by reason of defect in sellers' 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 purchasers are to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which sellers are purchasing said real estate, and any mortgage or other obligation, which sellers by this contract agree to pay, none of which for the purpose of this paragraph 8. shall be deemed defects in sellers' title.

10. If sellers' title to said real estate is subject to an existing contract or contracts under which sellers are purchasing said real estate, or any mortgage, lien of any type whatsoever (including that certain Federal Tax Lien filed March 25, 1983 under Skamania County Auditor's File No. 95515, serial no. FB 83-5606, identifying no. 532-26-8605), or other obligation which sellers are to pay, sellers agree to make such payments in accordance with the terms thereof, and upon default or failure to make such payments in a timely manner the purchasers shall have the right to make any payments necessary to remove the default or pay the lien or other obligation, and any payments so made shall be applied to the payments next falling due the sellers under this contract.

Deed

11. The sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of all encumbrances except any that may attach after date of closing through any person other than the sellers, and subject only to the following:

- a) Easement including the terms, covenants and provisions thereof, as granted by instrument recorded July 15, 1963, Recording No. 61850; Records of Skamania County, Washington, in favor of Bonneville Power Administration for transmission line easement;
- b) Easement delineated on the face of said plat for private roadway; and
- c) Right-of-way for Maple Way County Road; and

Possession

12. The purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchasers are not in default hereunder. The purchasers covenant to keep any 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 purchasers covenant 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 purchasers are entitled to possession.

Default

13. Time is of the essence of this contract, and it is agreed that in case the purchasers 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 sellers may elect to declare all the purchasers' rights hereunder terminated, and upon their doing so, all payments made by the purchasers hereunder and all improvements placed upon the real estate shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the real estate; and no waiver by the sellers of any default on the part of the purchasers shall be construed as a waiver of any subsequent default.

Attorney Fees

14. Upon either party's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the losing party agrees to pay a reasonable sum as the prevailing party's 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 sellers shall bring suit to procure an adjudication of the termination of the purchasers' rights hereunder, and judgment is so entered, the purchasers agree 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.

Notice

15. Any notice, declaration, demand, consent or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To Purchaser:

A. Rudder and Michele Turner
P.O. Box 4
Stevenson, WA 98648

To Seller:

Glenn E. and Virginia J. Tate
22622 Robin Way
Grand Terrace, CA 92324

Either party may change its address by giving written notice to the other party in the manner provided above, provided that in no event shall sellers be required to send any notice to more than two (2) addressees. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Sellers:

Glenn E. Tate
GLENN E. TATE

Virginia J. Tate
VIRGINIA J. TATE

STATE OF CALIFORNIA)

County of San Bernardino) ss.

Purchasers:

A. Rudder Turner, Jr.
A. RUDDER TURNER

Michele Turner
MICHELE TURNER

On this day personally appeared before me GLENN E. TATE and VIRGINIA J. TATE, husband and wife, 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 17th day of November, 1985.

Lorraine Dienes
Notary Public in and for the
State of California, residing at
291 W. Baseline S.B. Ca.

