



100375

REAL ESTATE CONTRACT (FORM A-1964)

BOOK 85 PAGE 340

THIS CONTRACT, made and entered into this 22nd day of November, 1985, between HOWARD E. SOOTER, Executor of the Estate of Elva Mae Sooter, hereinafter called the "seller," and WILLIAM C. REAGAN, a single man, 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:

See Exhibit "A" attached hereto and incorporated herein by reference.



The terms and conditions of this contract are as follows: The purchase price is Eight Thousand Two Hundred

Eighty and No/100----- \$ 8,280.00 Dollars, of which

Three Thousand Five Hundred and No/100----- (\$ 3,500.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows

Ninety-nine and 26/100----- (\$ 99.26 Dollars,

or more at purchaser's option, on or before the 27th day of December, 1985

and Ninety-nine and 26/100----- (\$ 99.26 Dollars,

or more at purchaser's option, on or before the 27th 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 nine (9%) per cent per annum from the 22nd day of November, 1985, 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 P.O. Box 75, Underwood, WA 98651, or at such other place as the seller may direct in writing.

10580

REAL ESTATE EXCISE TAX DEC 2 1985

PAID \$860

SKAMANIA COUNTY TREASURER

As referred to in this contract, "date of closing" shall be November 22, 1985

(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 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 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 SAFECO 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:

- a. Printed general exceptions appearing in Deed 11/22/85
- 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 this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(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.

Recorded
Indexed
Indirect
Filmed
Mailed

Registration in compliance with County subdivision ordinances. Skamania County Assessor - By: 3-10-22-190

(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 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

Terms, covenants, conditions, limitations, restrictions, reservations and uses to which the property herein conveyed is made, as contained in Restrictive Covenants attached hereto as Exhibit "B", which terms, covenants, conditions, limitations, restrictions and reservations shall apply to and run with the above-described real estate.

(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 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 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.

Howard E. Sooter (SEAL)
HOWARD E. SOOTER, Executor of the
Estate of Elva Mae Sooter, Seller

William C. Reagan (SEAL)
WILLIAM C. REAGAN, Purchaser

STATE OF WASHINGTON, } ss (SEAL)

County of Skamania

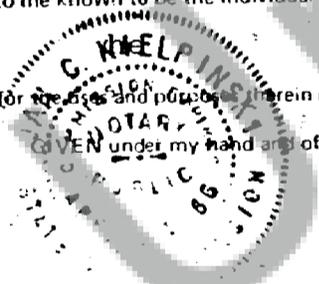
On this day personally appeared before me HOWARD E. SOOTER, Executor of the Estate of Elva Mae Sooter,

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that 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 22nd day of

November 1985.
Jan Kielpinckis
Notary Public in and for the State of Washington
Residing at Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

THE STATE OF WASHINGTON FOR RECORDER'S USE

COUNTY OF SKAMANIA } ss
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *Jan Kielpinckis* OF *Stevenson, WA* AT *3:35 P.M. 12/2 1985* WAS RECORDED IN BOOK *85* *Quoted* AT PAGE *340* RECORDS OF SKAMANIA COUNTY WITH *Ray M. Olson* COUNTY AUDITOR *J. Helgeson* DEPUTY

EXHIBIT "A"

Lot 3 of the Howard Sooter Short Plat recorded in Book 3 of Short Plats at Page 87, as Auditor's File No. 100354, Records of Skamania County, Washington.

Also described as follows:

Commencing at the North Quarter corner of Section 22, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, and running thence East along the North line of said Section 22 a distance of 1,324.60 feet; thence South $01^{\circ} 09' 30''$ West a distance of 332.17 feet to an iron rod; thence South $89^{\circ} 12' 01''$ East a distance of 909.27 feet to an iron pipe at the Southwest corner of Lot 3 of the Howard Sooter Short Plat as recorded in Book 3 of Short Plats on Page 87, which is the true point of beginning of the description herein; thence North $00^{\circ} 47' 19''$ East 149.40 feet to an iron pipe at the Northwest corner of said Lot 3; thence South $89^{\circ} 12' 02''$ East 168.21 feet to an iron pipe on the Southwesterly right-of-way line of Cooper Avenue, said point being the Northeast corner of said Lot 3; thence South $37^{\circ} 41' 48''$ East along the southwesterly line of Cooper Avenue a distance of 190.89 feet to an iron pipe at the Southeast corner of said Lot 3; thence North $89^{\circ} 12' 01''$ West 287.01 feet to the iron pipe at the initial point of this description.

W.C.R.

UNOFFICIAL COPY

RESTRICTIVE COVENANTS

WILLIAM C. REAGAN, a single man, Covenantor, for himself, his heirs, executors, administrators, and assigns, hereby covenants with HOWARD E. SOOTER, Executor of the Estate of Elva Mae Sooter, Covenantee, his heirs, executors, administrators, and assigns, that:

1. No building whatever except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed or permitted on the conveyed premises or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private residence only; provided, however, that the original grantee under the within contract (but not his assigns or successors) may place a single-wide mobile home on the conveyed premises for use as a residence for a period of no more than five (5) years from the date hereof.

The term "dwelling house" as used herein shall include a double-wide mobile home or modular home, but shall not include a single-wide mobile home.

2. The property conveyed by the within contract shall not be used for any commercial purposes whatever unless the prior consent of covenantee, his heirs, successors or assigns, is first obtained in writing.

3. No horse, cow, hog, goat, or any other type of livestock shall be kept or maintained on the property conveyed by the within contract or any portion thereof, nor shall any chicken yard or similar facility be maintained thereon. No more than two (2) dogs shall be kept or maintained on the conveyed property.

4. None of the oak trees over fourteen inches in diameter at breast height presently growing on the conveyed property shall be cut, damaged or destroyed unless the prior consent of covenantee, his heirs, successors or assigns, is first obtained in writing.

Covenantor agrees that all the restrictions contained in this agreement shall be inserted in full in all future deeds of the property covered by the within contract.

It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

All successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to this conveyance as the original parties hereto.

It is further agreed by covenantor that each and all of the restrictions contained herein shall, as between the parties hereto, their heirs, successors and assigns, be deemed to be and construed as express conditions subsequent, on each of which the conveyance is made. If covenantor shall neglect or fail to perform and to comply strictly with the several restrictions on his part, or any of them, covenantee and his successors, may at any time thereafter serve on covenantor a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing him to remedy such default or breach. Should covenantor thereafter for a period of sixty (60) days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on him by Covenantee, notifying him that Covenantee elects that the title to the whole of the conveyed premises shall revert to Covenantee; and thereupon the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Covenantee, revert to and revest in Covenantee, and Covenantor shall lose and forfeit all of his rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures thereon,

