

100417

BOOK 85 PAGE 426



REAL ESTATE CONTRACT (FORM A-1964)



THIS CONTRACT, made and entered into this day of December, 1985 between CAROL MARLETT GRASTY hereinafter called the "seller," and HENRY L. STEVENS and LANNIE E. STEVENS, 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 4, Block 8, PLAT OF RELOCATED NORTH BONNEVILLE, recorded in Book "B" of plats, page 16, under Skamania County File No. 83466, also recorded in Book "B" of plats, page 32, under Skamania County File No. 84429, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Twenty-six Thousand Nine Hundred Eighty and no/100 is 26,980.00 Dollars, of which Seven Thousand Two Hundred Twelve and 68/100 is 7,212.68 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Ninety-Three and 50/100 is 193.50 Dollars, or more at purchaser's option, on or before the 10th day of January 19 86 and One Hundred Ninety-Three and 59/100 is 193.50 Dollars,

or more at purchaser's option, on or before the 10th 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 Ten (10%) per cent per annum from the 1st day of January 19 86 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 Riverview Savings Association, Acct. No. 03 50304 5 1099 or at such other place as the seller may direct in writing.

10592 REAL ESTATE EXCISE TAX DEC 10 1985 PAID 388.69 J.A. K... SKAMANIA COUNTY TREASURER

As referred to in this contract, "date of closing" shall be December 9, 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... (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured... (3) The purchaser agrees that full inspection of said real estate has been made... (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate... (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance... 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... c. Any existing contract or contracts under which seller is purchasing said real estate... (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...

Vertical text on the left margin: 2-17-20-3-4-400

(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 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:

(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.

Henry L. Stevens
HENRY L. STEVENS

(SEAL)

Lannie E. Stevens
LANNIE E. STEVENS

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of Skamania

} ss

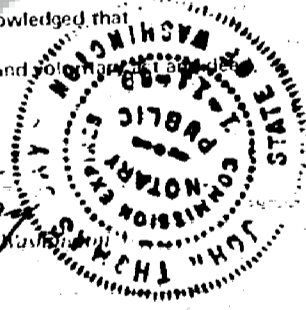
(SEAL)

HENRY L. STEVENS AND LANNIE E. STEVENS

On this day personally appeared before me _____
to me known to be the individual 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 9th day of December, 1985

John Thomas Day
John Thomas Day
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

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDER'S USE FORM: WASHINGTON, 85, INSTRUMENT NO. 401, FILED BY JOHN THOMAS DAY, 2:30 P. DEC. 10 1985, 85, 0120, 426, J. Milburn