## BOOK 100 PAGE 281



## REAL ESTATE CONTRACT (FORM A-1964)

02-06-35-3-2-1200-00 SK-14016/ES-356

THIS CONTRACT, made and entered into this 11th gay of APRIL, 1968

NORMÁN C. OLSON AND CAROL L. OLSON, HUSBAND AND WIFE

hereinafter called the "seller," and ALVIS WAYNE WHITE AND CHERYL U. WHITE, 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 12 OF BLOCK 2, WOODARD MARINA ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT PAGES 114 8 115 OF BOOK "A" OF PLATS, RECORDS OF SKAMANIA ... COUNTY, WASHINGTON, TOGETHER WITH SHORELANDS OF THE SECOND CLASS CONVEYED BY THE STATE OF WASHINGTON, FRONTING AND ABUTTING UPON THE ABOVE DESCRIBED REAL PROPERTY. SUBJECT TO: "EASEMENT TO SKAMANIA" COUNTY PUD#1, RECORDED UNDER AUDITOR'S #61329, FOR RIGHTS OF WAY FOR ELECTRIC POWER TRANSMISSION LINES.

COVENANTS; CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED

UNDER AUDITOR'S #63793; 68598 AND 72096

ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY OR IMPROVEMENTS OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY THÂVE BEEN COVERED BY WATER, AND THE RIGHT OF USE, CONTROL OR REGULATION BY THE UNITED STATES OF AMERICA IN EXERCISE OF POWER OVER NAVIGATION.

SIXTY FOUR THOUSAND AND NO/100 - -

(\$ 64,000.00) Dollars, of which

SEVEN THOUSAND AND NOVIDO -(\$ 7,000.00°) 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/1000 - - - or more at purchaser's option, on or before the 1st May

FIVE HUNDRED AND NO/100%

or more at purchaser's option, on or before the purchase price shall have been fully paid. The purchase price shall have been fully paid. The purchase price at the day of each succeeding calendar month until the balance of said

rate of TEN (10%) or a per cent per annum from the 10TH day of APRIL which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. TEN (10%) ... 6

All payments to be made hereunder shall be made at to Sellers: U.S. Army Engineer District, Japan or at such other place as the seller may direct in writing. APO, San Francisco, CA 06343-0061

NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, THE UNPAID BALANCE DUE HEREUNDER FIVE YEARS FROM THIS DATE, SHALL FORTHWITH BECOME DUE AND PAYABLE FIVE YEARS FROM THE DATE OF THIS AGREEMENT.

THERE SHALL BE, A PENALTY, EQUAL TO 10% OF THE AMOUNT OF EACH MONTHLY PAYMENT ADDED TO EACH MONTHLY PAYMENT NOT MADE WITHIN 10 DAYS FROM THE DUE DATE THEREOF.

As referred to in this contract, "date of closing" shall be APRIL 10 1986 (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 of 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 pyrchaser'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 ·lollowing:

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, 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.

(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 engumbrances 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 tong 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 annual 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 promotly 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 all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as tiquidated 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 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

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 WHEREO the parties hereto have executed this instrument as of the date first written above.
IN WITNESS WHEREAT THE PARTIE HEREIT HAVE EXCEUTED HIS HISTORIENT AS OF THE SALE HAS AND A LEGAL CONTROL OF THE PARTIE HEREIT HAVE EXCEUTED HIS HISTORIENT AS OF THE SALE HAS AND A LEGAL CONTROL OF THE PARTIE HEREIT HAVE EXCEPTED HAVE EXCEPT
MORMAN C O SOM by Minda C. Jacopson, Attorney
Carol & Olson by Linda Cardysen
CAROL L. OLSON by: Linda C. Jacobson, Attorney
Gleus White white iseal)
ALVIS WAYNE WYSTE
STATE OF WASHINGTON WASHINGTON (SEAL)
COUNTY OF SKAMANIA
. On this day personally appeared before me Linda C. Jacobson, Attorney in fact for Norman C. Olson
trod Carol I. Olson described in and who executed the within and foregoing instrument, and acknowledged that she
signed the above Agreement on their behalf, as
THE IR
for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this.
Bronda Velle
Notary Public in and for the Stale of Washington

10706

REAL ESTATE EXCISE TAX

PAID 684.80

SKAMANIA COUNTY THEASURER

SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE BESERVED FOR RECORDER'S USE

FILED FOR RECORD
SKAHAHIA CO WASH
BY SYAMONIN COUNTY
TITLE CO
APR II II 53 AH '86
A Duy, Dy.
AUDITOR
GARY M. OLSON