

103338

BOOK 105 PAGE 645

ORM A-1964

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this eighth day of June, 1987

between John G. Lawson and Cheryl M. Lawson, husband and wife

hereinafter called the "seller," and Allen W. Thagon and Marlene J. Thagon, 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 2 of Spring Lane Estates, recorded under Auditor's File Volume B, Page 58. Said Spring Lane Estates is located in the Northeast one-quarter of the Northwest one-quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian.

The terms and conditions of this contract are as follows: The purchase price is

Nine thousand nine hundred and no/100----- (\$9,900.00) Dollars, of which

Nine hundred sixty and no/100----- (\$960.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two hundred and no/100----- (\$200.00) Dollars,

or more at purchaser's option, on or before the fifteenth day of July, 1987,

and Two hundred and no/100----- (\$200.00) Dollars,

or more at purchaser's option, on or before the fifteenth 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 eighth day of June, 1987,

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. Paid by mail to:

John G. Lawson
LAWSON LAND SURVEYING
Building 2, Suite 280
11800 NE 95th Street
Vancouver, WA 98682

As referred to in this contract, "date of closing" shall be June 8, 1987

(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 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.

(3) 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.

11391

REAL ESTATE EXCISE TAX

JUN 12 1987

PAID 132.66

Yvonne Wynne, Deputy
SKAMANIA COUNTY TREASURER

FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY TITLE

JUN 12 4 36 PM '87

GARY H. OLSON
AUDITOR

Registered S
Index J. H. S
Index S
File S
Index S

Form No. 3102

(4) 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:

(5) 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.

(6) 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.

(7) 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.

(8) 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.

Seller - Grantor

John G. Lawson
Cheryl M. Lawson

Buyer - Grantee - Purchaser

Allen W. Thagon
Marlene J. Thagon

STATE OF WASHINGTON
COUNTY OF Clark ss.

On this day personally appeared before me
John G. Lawson, Cheryl M. Lawson,
Allen W. Thagon, Marlene J. Thagon
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.

Notary Public in and for the State of Washington,
residing at
Maule
1987

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 year first above written.

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



FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name John G. Lawson
Address LAWSON LAND SURVEYING
Building 2, Suite 280
11800 NE 95th Street
City, State, Zip Vancouver, WA 98682

THIS SPACE PROVIDED FOR RECORDER'S USE: