

REAL ESTATE CONTRACT

THIS CONTRACT, made this 10th day of May, 1989, between ART and LEONA STRODE, hereinafter called the "seller" and JON and CARY HAVELOCK, hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Lot # 4 -- STRODE SHORT PLAT, located in NW 1/4 of the NE 1/4, Sec. 17 T3N, R 8 E.W.M.

Free of incumbrances, except: Easements and restrictions of record and obligations of a road maintenance agreement concerning Fuller Road. This lot is also encumbered by the permanent responsibility that the owner thereof maintain the access road known as Strode Road. Such maintenance shall be performed in such manner and at such times as may be necessary to prevent injury to persons, vehicles using the road and damage to adjoining properties, all as provided in the recorded maintenance agreement relating to the original plat thereof.

On the following terms and conditions: The purchase price is TEN THOUSAND DOLLARS (\$10,000.00), of which an amount necessary to pay excise and other closing costs has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Purchaser shall make payments of ONE HUNDRED EIGHTY FIVE AND 20/100 (\$185.20) per month, including interest at 10 percent per annum, commencing on the 1st day of June, 1989 and continuing until the entire unpaid balance shall be paid in full.

The purchaser may enter into possession May 1, 1989.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all property taxes; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of 10 percent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

12834

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Registered 6
Indexed, Cir 5
Indirect 5
Firmed _____
Mailed _____

REAL ESTATE EXCISE TAX

JUN 2 1989

PAID 134.00 + 0.68 + 13.70

John DePuy
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
By: DM Parcel # 3-8-17-3-501

Sellers agree that there are no undisclosed assessments or liens against said property. Sellers maintain that the 1989 property taxes have been paid in full. The purchasers and their assigns shall maintain the timber on said property and shall not remove any of the same without the express approval of the sellers. The purchaser and their assigns agree that no timber shall be cut or in any way damaged on the said property unless the same shall have been felled by natural causes or shall create a hazard acknowledged in writing by the seller. Receipts for any timber harvested with the permission of seller shall be applied to the moneys due on the contract.

The purchaser assumes all risk of the taking of any part of the property for a public use, as well as all benefits, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received from the public use by the seller or purchaser by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the purchaser may be required to expend in procuring such moneys.

The seller agrees, upon full compliance by the purchaser with their agreements herein, to execute and deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated as provided by law. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property, and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In witness whereof, the parties have signed and sealed this contract the day and year first above written.

Art Strode

Leona Strode

[Signature]

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me Art and Leona Strode, 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 10th day of May, 1989.



[Signature]
Notary Public for Washington
Residing at North Bonneville
My commission expires: 1-11-93

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me Jon and Cari Havelock, 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.

FILED FOR RECORD
SKAMIA WASH
BY [Signature]
JUN 27 11 21 AM '89
[Signature]
GARY H. OLSON

1989.

Given under my hand and official seal this 18th day of June

John Thomas Day

Notary Public for Washington
Residing at North Bonneville
My commission expires 1-11-93

Filed for Record at the Request of:



UNOFFICIAL COPY