

106916

112397

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BOOK 126 PAGE 46

## REAL ESTATE CONTRACT

## RE-RECORDED TO CORRECT LEGAL DESCRIPTION

THIS CONTRACT, made this 21<sup>st</sup> day of April, 1989, between ART and LEE STRODE, hereinafter called the "seller" and NANCY PERRY, 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 # 1 -- STRODE SHORT PLAT, located in  
NW 1/4 of the NE 1/4 Sec. 17 T3N, R 8 E.W.M.  
OF THE SOUTHWEST QUARTER

Free of incumbrances, except: Easements and restrictions of record and obligations of a road maintenance agreement concerning Fuller Road.

On the following terms and conditions: The purchase price is SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00), of which TEN THOUSAND DOLLARS (\$10,000.00) 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 FOUR HUNDRED AND THIRTY DOLLARS (\$430.00) per month, including interest at 9 percent per annum, commencing on the 30<sup>th</sup> day of June, 1989 and continuing until the 30<sup>th</sup> day of June, 1999 at which date the entire unpaid balance shall be paid in full.

The purchaser may enter into possession 15 May, 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 taxes and assessments assumed by her, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; 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 or assessments, 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 nine percent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

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. Receipts for any timber harvested with permission of seller shall be applied to the moneys due on the contract.

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. A notice of coverage showing the seller's interest shall be delivered to seller at each renewal and the insurance shall be directed to address a copy of all notices regarding insurance to the seller.

CONTRACT BECOMES DELINQUENT 15 DAYS AFTER THE  
30<sup>th</sup> OF EACH MO. WITH 15 DAY GRACE PERIOD

A.H.S.  
N.A.P.Glenda J. Kitchin, Skamania County Assessor  
By: N.C. Parcel # 3-8-17-3-500

16-5-91

A.H.S.  
N.A.P.

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filmed 11/8/91  
Mailed ☒

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STATE EXCISE TAX

12665

PAID 8711.00

J.W. Deputy

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filmed 4-2-89  
Mailed 5-4-89

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

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.

The seller agrees, upon full compliance by the purchaser with her 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. 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.

RECORD  
BY SKAMANIA CO. TITLE

Nov 5 4 02 PM '91

GARY L. LORAN

Art Strode

Lee Strode

Nancy Remy

14632

STATE OF WASHINGTON )

County of Skamania )

ss.

On this day personally appeared before me Art and Lee 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 21st day of April, 1989.



Shirley Ann Davis  
Notary Public for Washington  
Residing at North Bonneville STEVENSON  
My commission expires: 09-01-89

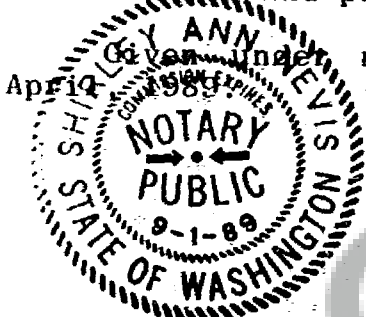
STATE OF WASHINGTON )

County of Skamania )

ss.

On this day personally appeared before me Nancy Perry, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of April, 1989.



Shirley Ann Davis  
Notary Public for Washington  
Residing at North Bonneville STEVENSON  
My commission expires: 09-01-89

Filed for Record at the Request of:

ART STRODE  
PO BOX 728  
CARSON, WA 98610

FILED FOR RECORD  
SKAMIA CO. WASH  
BY Art Strode

APR 26 1 34 PM '89

Gary H. Olson  
AND/OR  
GARY H. OLSON

FILED FOR RECORD  
SKAMIA CO. WASH  
BY \_\_\_\_\_

Gary H. Olson  
AND/OR  
GARY H. OLSON