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BOOK 113 PAGE 908
BOOK 126 PAGE 49

RE-RECORDED TO CORRECT LEGAL DESCRIPTION
REAL ESTATE CONTRACT

THIS CONTRACT, made this 9th day of May, 1989, between ART and LEONA 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 # 2 -- 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. 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 EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00), of which an amount necessary to pay advance 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 FIFTY SEVEN DOLLARS AND 47/100 (\$157.47) per month, including interest at 10 percent per annum, commencing on the 1st day of August, 1989 and continuing until paid in full.

The purchaser may enter into possession May 9, 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 them, 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

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Registered p
Indexed, Dir p
Indirect p
Filed 11/8/91
Mailed 1

Registered S
Indexed, Dir S
Indirect S
Filed 5-12-89
Mailed 5-19-89

12707

RECORDED

MAY 9 1989

5/13/90

Deputy J. M. G. Ogden

Glenda J. Kimmel, Skamania County Assessor
By: [Signature] Parcel # 3-P-17-3-Sub 1-6-1
503
SAD-11-5-91

of 10 percent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser and her 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 her 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 agrees, until the purchase price is fully paid, to keep the buildings 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 agent shall be directed to address a copy of all notices regarding insurance to the seller.

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 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. Upon the termination of the

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REAL ESTATE EXCISE TAX

14633

NOV 6 1991

PAID Exempt

JW Deputy

SKAMANIA COUNTY TREASURER

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.

FILED FOR RECORD
SKAMANIA CO. WASH.
BY ART STRODE

MAY 9 12 40 PM '89
J. Pub. Dep.
AUDITOR
GARY M. OLSON

Art Strode

Leona Strode

Nancy Perry

STATE OF WASHINGTON)

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 9th day of May, 1989.

Shirley M. Day
Notary Public for Washington
Residing at North Bonneville
My commission expires: 4/10/90

FILED FOR RECORD
SKAMANIA CO. WASH.
BY SKAMANIA CO. TITLE

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Nov 5 4 05 PM '91
P. Lowry
GARY M. OLSON



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 9th day of May, 1989.

Shirley M. Day
Notary Public for Washington
Residing at North Bonneville
My commission expires: 1/10/90

Filed for Record at the Request of:
Art Strode
Route 5, Box 135
Walla Walla, WA 99362

1.016

