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BOOK 127 PAGE 266

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Anna Gervais*

FEB 6 2 07 PM '32

P. Lowry
AUCTIONEER
GARY M. OLSONREAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between DAVID L. WOOD and DIANNE M. WOOD, husband and wife,

hereinafter referred to as "SELLER", and DAVID R. GERVAIS and JO ANNA GERVAIS, husband and wife,
hereinafter referred to as "PURCHASER",

W I T N E S S E T H

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

A parcel of land in the Northwest quarter of the Northwest quarter of Section 34, Township 2 North, Range 5 East of the Willamette meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southeast corner of said Northwest quarter of the Northwest quarter of Section 34, thence North $00^{\circ} 40' 49''$ West along the East line of said Northwest quarter of Section 34, 516.10 feet to the true point of beginning; thence South $77^{\circ} 12' 20''$ West along the North line of a 60 foot wide driveway 304.12 feet; thence North $00^{\circ} 04' 04''$ West 122.70 feet; thence North $75^{\circ} 39' 39''$ East 294.33 feet to a point on the West edge of the right of way of the Washougal River Road, thence South $13^{\circ} 24' 55''$ East along the West edge of the right of way of said road 84.46 feet to the East line of said Northwest quarter of the Northwest quarter of Section 34, thence South $00^{\circ} 40' 49''$ East 45.77 feet to the true point of beginning.

TOGETHER WITH the right to use the 60 foot strip of land running along the South line of the aforesaid property in an easterly direction to the County Road;

AND TOGETHER WITH an easement to maintain a water pipeline in the present location of the same running from the tract herein conveyed in a Northwesterly direction across the Northwest quarter of the Northwest quarter of Section 34 and the West half of the Southwest quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian, including the right to maintain a water storage tank at the present location of the same in the West half of the Southwest quarter of Section 27.

Commonly known as M.P. O.02R Cathmar Park Lane, Washougal, Washington, 98671.

ALSO TOGETHER WITH the following described personal property to wit:

One (1) 1968 Fleetwood Trailer, Washington Title No. 7604003304799, situated on the above described real property in Skamania County, Washington.

It is also agreed that said Mobile Home shall not be moved from the said premises until the real estate contract has been paid in full.

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REAL ESTATE EXCISE TAX

FEB 06 1992

PAID 524.80
J. D. Oquity
SKAMANIA COUNTY TREASURER

Registered *P*
Index
Filed *2/7/92*
Mailed

Glenda J. Kimmel, Skamania County Assessor
Parcel # 25-34-2-406

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of FORTY ONE THOUSAND AND NO/100 DOLLARS (41,000.00), of which the balance of the purchase price in the sum of FORTY ONE THOUSAND DOLLARS (\$41,000.00) shall be due and payable in monthly installments of THREE HUNDRED FIFTEEN AND 29/100 DOLLARS (\$315.29), or more at PURCHASER'S option, commencing on March 1, 1992, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from February 1, 1992 at the rate of eight and one-half percent (8½%) per annum, and the monthly installments aforementioned shall be first applied to the interest accruing from month to month and the balance credited to the principal. The method of interest calculation shall be per diem.
2. TAXES, INSURANCE AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through February 1, 1992. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Purchaser further covenants during the performance of this contract, at his sole expense, to keep the insurance current covering the insurable buildings on the property to keep them continually insured against fire and extended coverage through a policy or policies issued by a company or companies authorized to transact such insurance business in the State of Washington to the full insurable value of the same, with proceeds of such insurance payable to the parties herein as their interests shall appear. Such policies of insurance or other proof of such insurance shall be delivered to Seller, and such policies shall contain an endorsement or other provisions to the effect that in event of cancellation of such insurance, notice of such cancellation shall be furnished to Seller, not less than ten (10) days prior to cancellation. In the event of an insurable loss and the payment of insurance proceeds to Seller, then any sums so paid shall be credited upon the unpaid balance of this contract, except that in event of a partial loss the proceeds of the insurance may, with Seller's approval, be applied to the expenses of repair occasioned by any such partial loss.
3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein along with the personal property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.
4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on February 1, 1992 and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit or suffer no waste thereof, to maintain the same in a good state of repair and maintenance, and to refrain from performing any material alterations to the property, its buildings or improvements, except with Seller's written consent.

4. (continued)

Purchaser covenants further to seasonably pay all charges incurred in connection with the premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail to pay the taxes or assessments thereon, shall neglect any other charge which in the opinion of the Seller may attach as a lien to the premises, or shall fail to properly repair or maintain the premises or it's improvements, then Seller may, at his election, make any such payments, or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

5. Purchasers agree not to sell or assign said Real Estate Contract without a total cashout or the written permission of the Sellers.

6. PERFORMANCE AND DEFAULT: In the event of default by Purchaser in the payment of the several sums herein provided, and said default having continued for a period of sixty (60) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

IN WITNESS WHEREOF, the parties have executed this instrument this 31st day of January, 1992.

David L. Wood
David L. Wood

David R. Gervais
David R. Gervais

Dianne M. Wood
Dianne M. Wood
S E L L E R

Jo Anna Gervais
Jo Anna Gervais
P U R C H A S E R

STATE OF WASHINGTON }
COUNTY OF CLARK } ss.

On this day personally appeared before me David L. Wood, Dianne M. Wood, David R. Gervais and Jo Anna Gervais, 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 31st day of January, 1992.



Geraldine Ann Witherbee
Notary Public in and for the State of
Washington. Residing at Brookline

My commission expires 9/19/93