

113864

# REAL ESTATE CONTRACT

BOOK 129 PAGE 71

THIS AGREEMENT, Made and entered into this 2 day of June, by and between Mildred Glenn Sundberg hereinafter called the Seller, residing in the City of Vancouver, State of Washington, and Marvin L. Rich hereinafter called the Purchaser, residing in the City of Washougal, State of Washington.

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit: THE WEST 1980 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SECTION 19 TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN. (EXCEPT THE WEST 1650 FEET THEREOF); (EXCEPT THE NORTH 660 FEET THEREOF); (AND EXCEPT THE SOUTH 272 FEET THEREOF) ALSO KNOWN AS LOT OF THE WARREN CARL GIBBS, JR. SHORT PLAT, RECORDED OCTOBER 5, 1979 AT PAGE 142 OF BOOK 2 OF SHORT PLATS UNDER AUDITORS FILE NO. 89673, RECORDS OF SKAMANIA COUNTY, WASHINGTON) BEING LOT 10F WARREN CARL GIBBS JR. SHORT PLAT RECORDED OCTOBER 5, 1979 AT PAGE 142 OF BOOK 2 OF SHORT PLATS UNDER AUDITOR'S FILE NO. 89673 RECORDS OF SKAMANIA COUNTY, WASHINGTON

situated in SKAMANIA County, State of WASHINGTON, on the following terms: the total purchase price is THIRTY THOUSAND DOLLARS Dollars (\$ 30,000 ) of which the sum of TEN THOUSAND DOLLARS Dollars (\$ 10,000 ) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of 20,000 TWENTY THOUSAND Dollars (\$ 20,000 ) to be paid in the amounts and at the times stated as follows:

**REAL ESTATE EXCISE TAX** 360 dollars Per month on the 5 th. of each month that follows until the balance is paid in full.

JUN 04 1992  
PAID 384.00  
W  
SKAMANIA COUNTY TREASURER

15005

Registered	<u>p</u>
Indexed, Dir	<u>p</u>
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with interest on all deferred payments, to be computed from the date of this agreement at the rate of 0 per cent per annum and to be paid on each principal paying date. Purchaser may make larger payments at anytime, or pay the contract in full, and interest shall immediately cease on all payments so made.

It is agreed that the Purchaser shall have possession of said premises from the 2 day of JUNE, 1992 provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent. Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than 20,000 Dollars (\$ 20,000 ).

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 0 per cent per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss and damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the Purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written and recorded notice to the Purchaser, and at the expiration of 90 days thereafter this agreement shall be at an end and null and void if in the meantime the terms of the agreement have not been complied with by Purchaser. In such event and upon Seller doing so, and upon compliance with the provisions of R.C.W. 61.30, all payments made by the Purchaser 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. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: 909 S. E. BLAIR ROAD WASHOUGAL WASHINGTON or at such other address as the Purchaser shall indicate to the Seller

or Seller's agent or attorneys in writing or which is known to the one giving notice.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

Glenda J. Wimmer, Skamania County Assessor  
By: SA Parcel 12-5-19-1306

The payments called for herein are to be made at 13409 N.E. 4th TH. ST. VANCOUVER WASHINGTON  
It is further agreed that:

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

Marvin LeRoy Rich  
Purchaser  
Marvin LeRoy Rich

Mildred B Sundberg  
Seller  
Mildred Elenn Sundberg

STATE OF Washington  
County of Clark

ss.

(INDIVIDUAL ACKNOWLEDGMENT)

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me the individual(s) described as seller and who executed the within instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ to me known to be free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(If Seller is a corporation, attach corporate acknowledgement.)

Notary Public in and for the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

FILED FOR RECORD  
BY Marvin Rich

JUN 4 10 21 AM '92

P. Lowry  
OR  
GARY H. OLSON

ASSIGNMENT BY PURCHASER

The within named Purchaser for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) does assign and convey all right and title in and to the within contract and the property described therein unto \_\_\_\_\_ and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said purchaser. Said assignee hereby assumes and agrees to fulfill the terms and conditions of said real estate contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Assignee(s)

Assignor(s)

ASSIGNMENT BY SELLER

The within named seller for and in consideration of the sum of ~~1771~~ THIRTY THOUSAND DOLLARS Dollars (\$ 30,000) hereby assigns all his right and title to the within contract to Marvin LeRoy Rich and said assignee(s) hereby assume(s) and agree(s) to be bound by the terms and conditions of said real estate contract.

Dated this 3 day of June 1992

Assignee(s)

(Deed from seller to assignee must be given with assignment.)

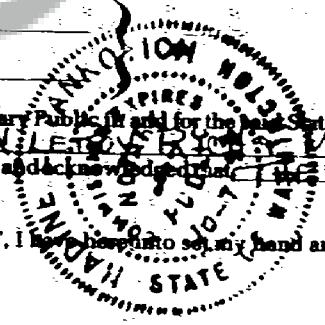
Assignor(s)

STATE OF Washington  
County of Clark

(INDIVIDUAL ACKNOWLEDGMENT)

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 3rd day of JUNE 1992, personally appeared before me MARVIN LEROY RICH and MILDRED B SUNDBERG executed the above assignment, and acknowledged that they signed the same as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Madeira J. Hankovich  
Notary Public in and for the State of Washington  
My appointment expires: 10/1/93