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BOOK 216 PAGE 836

FILED FOR RECORD
SKAMIA COUNTY WASH
By James A. Conguest

Nov 14 10 44 AM '01

U. Olson

GARY H. OLSON

☒ Registered
☒ Indexed
☒ Filed
☒ Mailed

Return Address:

J.
James A Conguest
905 SE 118th Ct
Vancouver, WA 98683

Document Title(s) or transactions contained herein:

Real Estate Contract

REAL ESTATE EXCISE TAX

21894

NOV 14 2001

GRANTOR(S) (Last name, first name, middle initial)

PAID \$518.40

Conguest, James A & Kathy E

W. H. Olson, Register
SKAMIA COUNTY TREASURER☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

Moore, Thomas A & Tara A

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Lot #16, Marble Mountain Retreat, recorded in Book "B"
of plats, page 5, records of Skamania County, WA.
Subject to and restrictions of record.☐ Complete legal on page _____ of document.

REFERENCE NUMBER(S) of Documents assigned or released:

Gary H. Martin, Skamania County Assessor

Date 11/14/2001 Parcel # 7-6-18-4-316
Lot 16 (HAR)☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

07-06-18-4-0-0316-00

☐ Property Tax Parcel ID is not yet assigned☐ Additional parcel numbers on page _____ of document.The Auditor/Recorder will rely on the information provided on the form. The Staff will not read
the document to verify the accuracy or completeness of the indexing information.

Return Address:

James A. & Kathy E. Conquest
905 SE 118th CT
Vancouver, WA 98683

REAL ESTATE CONTRACT

Indexing information required by the Washington State Auditor's/Recorder's Office (RCW 36.10 and RCW 65.04) 1/97:		(please print last name first)
Reference # (If applicable): _____		
Grantor(s): (1) _____	(2) _____	Add'l. on pg _____
Grantee(s): (1) _____	(2) _____	
Add'l. on pg _____ Legal Description (abbreviated): _____		
Add'l. legal is on pg _____ Assessor's Property Tax Parcel/Account# _____		

THIS AGREEMENT, Made and entered into this _____ day of _____, by and between James A Conquest & Kathy E Conquest hereinafter called the Seller, residing in the City of Vancouver, State of Washington and Thomas A & Tera A Moore hereinafter called the Purchaser, residing in the City of Vancouver, 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:

Lot #16, Marble Mountain Retreat, recorded in Book "B" of the plats, Page 5, records of Skamania County, Washington.

Subject to easements and restrictions of record.

Purchaser is aware that electricity, water and road maintenance are not provided to the property.

situated in Skamania County, State of Washington, on the following terms: the total purchase price is Forty Thousand, Five Hundred Dollars (\$ \$40,500) of which the sum of Eight Thousand Dollars (\$ \$8,000.00) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of Thirty Two Thousand Five Hundred \$32,500 to be paid in the amounts and at the times stated as follows: Four Hundred Three Dollars (\$403.00) or more at the purchasers option, on or before the 15th day of Dec. 2001 and four hundred & three (\$403.00) or more, at the purchasers option, on or before the 15th day of each month thereafter until the balance of said purchase price shall have been fully paid. Payments received by the seller 10 days after due will be assessed a late charge of \$15.00 for each payment late, each month late.



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with interest on all deferred payments, to be computed from the date of this agreement at the rate of 8.5 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 _____ day of _____, 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 Thirty Thousand Dollars (\$ 30,000.00).

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 _____; 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 _____ 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 8.5 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 of forfeiture and cancellation may be made by registered mail at the following address: 10102 NW 3rd CT, Vancouver, WA 98685 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.

The payments called for herein are to be made at Columbia Credit Union,
210 SE 131st Ave.
Vancouver, WA 98683

It is further agreed that:

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

Purchaser

Tera A. Moore

Seller

Kathy Congquest

STATE OF WASHINGTON,

County of Clark } SS. (INDIVIDUAL ACKNOWLEDGEMENT)

I certify that I know or have satisfactory evidence that James A. Congquest, Kathy Congquest
Thomas A. Moore, Tera A. Moore is
the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 29th day of October, 2001.



(If Seller is a corporation, attach a copy of its certificate of incorporation.)

Print Name H. Bart Wescom

Notary Public in and for the State of Wash.

My appointment expires: 6-1-2005