



SAFECO

SK11683

THIS CONTRACT, made and entered into this 10th day of October, 1979

between FRANK J. COREY and ELAINE U. COREY, husband and wife

hereinafter called the "seller," and ROBERT W. KIDDER and JOAN JOYCE KIDDER, husband and wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

Legal description attached hereto as Exhibit "A"



The terms and conditions of this contract are as follows. The purchase price is TEN THOUSAND AND NO/100ths

THREE THOUSAND AND NO/100ths \$ 10,000.00 Dollars, of which

SEVENTY FIVE AND NO/100ths \$ 3,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows

Seventy Five and No/100ths \$ 75.00 Dollars

or more at purchaser's option, on or before the 10th day of November 1979

and Seventy Five and No/100ths \$ 75.00 Dollars

or more at purchaser's option, on or before the 10th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of twelve (12) per cent per annum from the 10th day of October 1979 which interest shall be deducted from each installment payment and the balance of each payment applied to reduction of principal.

All payments to be made hereunder shall be made at 11311 N.W. 21st Avenue, Vancouver, WA 98665 or at such other place as the seller may direct in writing.

Purchaser to assume lease with Water Front Recreation, Inc., including association dues and membership fees.

Notwithstanding the aforementioned payment terms of this Contract, Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, within six (6) months from date of closing.

As referred to in this contract, "date of closing" shall be October 10, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of or agreed to purchase subject to any taxes and assessments, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings and improvements on the actual cash value thereof against loss or damage by both fire and windstorm, in a policy of insurance for his benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that the purchaser is satisfied with the condition of the same and that the purchaser shall not be bound by any covenant respecting the condition of any improvements thereon nor shall the purchaser be bound by any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage, loss or destruction of any improvements on or on said real estate, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award to which the purchaser is entitled shall be paid to the seller and applied as payment on the purchase price. If the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of the improvements damaged by such taking, in case of damage or destruction to a peril insured against, the proceeds of such insurance shall be applied to the payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements and the balance of the time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a release, policy of title insurance in standard form, or a commitment therefor, issued by the CO Title Insurance Company, covering the purchase price to a full amount of the purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and, on closing, the seller shall deliver the following:

- Printed general exceptions appearing in said policy form
- Lien or encumbrances which by the terms of this contract the purchaser is to assume or as to which the purchaser is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate and any mortgage or other obligation on said real estate. This contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, the purchaser shall have the right to make any payments necessary to remove the defects, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller

purchaser a status part thereof here the seller, and

Reservation Lease as r

(8) The seller retain possession said real estate in coverments to pay estate after

(9) In case payment or offer of payment or reason of such d

(10) Time is agreement her declare all the improvements p take possession subsequent default Service report by United States

(11) Upon so the purchaser included in any If the seller the purchaser cost of searching or decree entered

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STATE OF WA

County of

On this day Frank J. Corey to me known

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ADDRESS

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(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

**Fulfillment**

Reservations by the United States of America as recorded under Auditor's File No. 62114 & Lease as recorded under Auditor's File No. 72521.

(8) Unless a different rate is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the building, and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit. If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above

*Frank J. Corey* (SEAL)  
Frank J. Corey  
*Elaine U. Corey* (SEAL)  
Elaine U. Corey  
*Robert W. Kidder* (SEAL)  
Robert W. Kidder  
*Joan Joyce Kidder* (SEAL)  
Joan Joyce Kidder, By: Robert W. Kidder, her attorney in fact

STATE OF WASHINGTON  
County of Clark

On this day personally appeared before me  
Frank J. Corey and Elaine U. Corey, husband and wife  
to me known to be the individual 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 10th day of October, 1979.

Notary Public in and for the State of Washington  
residing at Vancouver



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Mail To:

NAME Frank Corey  
ADDRESS 11331 N.W. 21st Avenue  
CITY AND STATE Vancouver, Wa.

REGISTERED  
INDEXED: ENL  
INDEXED: ENL  
RECORDED  
COMPARED  
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRIT IS FILED BY  
*Shirley L. H. Co.*  
OF  
AT 3:55 PM 10-15-1979  
WAS RECORDED IN BOOK 6  
OF RECORDS OF SKAMANIA COUNTY, WASH  
*W. P. Todd*  
COUNTY CLERK



EXHIBIT "A":

SK- 11683

THE LEASEHOLD ESTATE IN THE FOLLOWING DESCRIBED REAL PROPERTY  
LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

LOT 149 AS SHOWN ON THE PLAT AND SURVEY ENTITLED RECORD OF  
SURVEY FOR WATERFRONT RECREATION, INC. DATED MAY 16, 1970, ON  
FILE AND OF RECORD AT PAGE 449 OF BOOK J OF MISCELLANEOUS,  
RECORDED UNDER AUDITOR'S FILE NO. 77523 RECORDS OF SKAMANIA  
COUNTY, WASHINGTON;

TOGETHER WITH AN APPURTENANT EASEMENT AS ESTABLISHED IN WRITING  
ON SAID PLAT, FOR THE JOINT USE OF THE AREAS SHOWN AS ROADWAYS  
ON THE PLAT.

CREATED BY LEASE DATED JUNE 1, 1970, EXECUTED BY STATE OF WASH-  
INGTON, LESSOR, TO WATERFRONT RECREATION, INC., LESSEE, RECORDED  
SEPTEMBER 9, 1970, UNDER RECORDING NO. 72521.



The terms and conditions of this contract are as follows. The purchase price is **TEN THOUSAND AND NO/100ths**-----

**THREE: THOUSAND AND NO/100ths**----- \$ 10,000.00 ) Dollars, of which

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: \$ 3,000.00 ) Dollars have

**Seventy Five and No/100ths**----- \$ 75.00 ) Dollars,

or more at purchaser's option, on or before the **10th** day of **November**, 19 **79**

and **Seventy Five and No/100ths**----- \$ 75.00 ) Dollars,

or more at purchaser's option, on or before the **10th** day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of **twelve (12)** per cent per annum from the **10th** day of **October**, 19 **79**, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal

All payments to be made hereunder shall be made at **11311 N.W. 21st Avenue,** or at such other place as the seller may direct in writing. **Vancouver, WA 98665**

Purchaser to assume lease with Water Front Recreation, Inc., including association dues and membership fees.

Notwithstanding the aforementioned payment terms of this Contract, Purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, within six (6) months from date of closing.

As referred to in this contract, "date of closing" shall be **October 10, 1979**

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(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings and improvements on the actual cash value thereof against loss or damage by both fire and windstorm, and to deliver receipts for benefit, as interest may appear, and to pay all premiums herefor and to deliver receipts therefor.

(3) The purchaser agrees that full inspection of said real estate has been made and that the purchaser covenants respecting the condition of any improvements thereon, nor shall the purchaser be bound by any agreement for alterations, improvements or repairs unless the covenant or agreement is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazard of damage to or destruction of any improvements on the real estate and of the taking of said real estate or any part thereof for public use, and agrees that in such damage, destruction or taking, the purchaser shall be liable for the cost of such damage, destruction or taking, and shall be liable for the cost of reasonable expenses of procuring the same shall be paid to the seller and applied to the payment of the purchase price. The seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding of the real estate damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance or of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such real estate, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price.

(5) The seller has delivered, and agrees to deliver within 15 days of the date of closing, a title insurance policy in form or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing the following:

- a. Printed general exceptions appearing in said policy form.
- b. Lien, or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the seller has made subject, and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation which seller is to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) 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.

TL-46 R2.8/75

Declare all the improvements on the property to be taken possession of by the purchaser upon the date of closing. (11) Upon the date of closing, the purchaser agrees to pay the cost of recording this contract. If the seller is the purchaser at the time of recording, the cost of recording shall be borne by the purchaser. IN WITNESS

STATE OF WA  
County of  
On this day of  
Frank J.  
to me known to

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THE RECORD OF RECORD AT THE OFFICE OF THE COUNTY CLERK,  
RECORDED UNDER AUDITOR'S FILE NO. 77523 RECORDS OF SKAMANIA  
COUNTY, WASHINGTON;

TOGETHER WITH AN APPURTENANT EASEMENT AS ESTABLISHED IN WRITING  
ON SAID PLAT, FOR THE JOINT USE OF THE AREAS SHOWN AS ROADWAYS  
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CREATED BY LEASE DATED JUNE 1, 1970, EXECUTED BY STATE OF WASH-  
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