

74937

BOOK 47 PAGE 211

FORM A-1964
IND-WO
A-1964
IND-WO

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 3rd day of June, 1972,
between PARKER L. KNIGHT and MARIE H. KNIGHT, husband and wife,
hereinafter called the "seller," and ALBERTA E. HENLE, a widow,
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:

A tract of land located in Section 26, Township 2 North, Range 6 E. W. M., described as follows:

Beginning at a point 967.27 feet north and 205.75 feet east of the southwest corner of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of the said Section 26; thence north 70° 40' east 100 feet to the initial point of the tract hereby described, said point being on the northerly right of way line of the county road known and designated as Little Street; thence north 19° 20' west 240 feet; thence north 70° 40' east 100 feet; thence south 19° 20' east 240 feet to the northerly right of way line of said county road; thence south 70° 40' west 100 feet to the initial point.

The terms and conditions of this contract are as follows: The purchase price is Eight Thousand Nine Hundred and no/100ths - (\$ 8,900.00) Dollars, of which One Thousand and no/100ths - (\$ 1,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of Seven Thousand Nine Hundred and no/100ths (\$7,900.00) dollar, in monthly installment of Eighty and no/100ths (\$80.00) dollars, or more, commencing on the 15th day of July, 1972, and on the 15th day of each and every month hereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of six per-cent (6%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchaser reserves the right at any time she is not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest then due.

This contract shall not be assigned without the express written consent of the seller, and any purported assignment thereof without such consent shall be null and void.

All payments to be made hereunder shall be made at P. O. Box 255, North Bonneville, Washington 99069 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be June 1, 1972.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be against grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by 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.

(3) The purchaser agrees to a full inspection of said real estate to be made and that neither the seller nor his assigns shall be held to any covenant or agreement for alterations, improvements or repairs under the contract or agreement noted on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and if the hazard of said real estate or any part thereof is taken for public use, the portion of the condemnation award constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of payment the same shall be paid to the seller and applied as payment on the purchase price herein noted. The seller elects to allow the purchaser to apply all or a portion of each condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In the event of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of processing the same shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica Title Insurance Company, in writing the purchaser to the full amount of said purchase price against loss or damage by reason of defects in seller's title to said real estate as of the date of closing and containing no exceptions other than 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 conveyance hereunder 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, which seller by this contract agrees 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.

(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:

- (a) Easements and rights of way for the county road known and designated as Little Street; and
- (b) General taxes for the second half of 1972.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession as long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings 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.

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 prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

(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, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs 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.

No. 1308
TRANSACTION EXCISE TAX

JUN 30 1972

Amount Paid \$89.00

STATE OF WASHINGTON, Theodore W. Knudsen

Skamania County Treasurer

County of Skamania, Beverly J. Delinger

On this day personally appeared before me PARKER L. KNIGHT and MARIE H. KNIGHT, husband and wife, to me known to be the individual(s) 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 29th day of June, 1972.

Notary Public in and for the State of Washington;

residing at Stevenson therein.

74937

Transamerica Title Insurance Co

A Service of
Trans American Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	E
INDEXED	DIR. E
INDIRECT	
RECORDED	
COMPARED	
MAILED	

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>P. J. Knudsen</u> OF <u>Stevenson, Wa.</u> AT <u>2:10 P.M.</u> <u>30</u> <u>1972</u> WAS RECORDED IN BOOK <u>64</u> OF <u>Little</u> AT PAGE <u>211</u> RECORDS OF SKAMANIA COUNTY, WASH.	
COUNTY AUDITOR <u>E. Knudsen</u>	