

LAND TITLE COMPANY OF CLARK COUNTY  
1211 Main Street  
Vancouver, Washington 98601

BOOK 4 PAGE 234

72-665

REAL ESTATE CONTRACT

(FORM A-1964)

THIS CONTRACT, made and entered into this day of February, 1970,

between W.H. Ward and Harry Ward, his wife, hereinafter called the "Seller" and George V. Amundson and Anita R. Amundson his 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:

Lot 2 WARD ACRES TRACT, as per the duly recorded plat thereof, located in Sec. 6, Twp. 1, Range 5, S.W. 1/4, Midway, Honey, 100 feet northerly thereof.

The terms and conditions of this contract are as follows: The purchase price is Six thousand two hundred Dollars.

Five hundred Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Sixty Dollars or more at Purchaser's option, on or before the 1st day of March, 1970, (S 60. ) Dollars,

and Sixty Dollars or more at Purchaser's option, on or before the 1st 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 eight (8) percent per annum from the 1st day of Feb. 1970,

which interest shall be deducted from each installment payment and the balance of such payment applied in reduction of principal.

All payments to be made hereunder shall be made at 615 NE 22nd, Camas, Washington, or at such other place as the seller may direct in writing.

Buyer to pay 1970 RC Taxes

No. 1401  
TRANSACTION EXCISE X

JUN 30 1972

Amount Paid \$6,000  
Skamania County Treasurer

By:

As referred to in this contract, "date of closing" shall be 2-1-70.

(1) The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between 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 or agreed to purchase subject to, any taxes or assessments now or hereafter becoming 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 both 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 that full inspection of said real estate has been made and that neither the seller nor his assigns or assigns of either be held to any covenant respecting the condition of any improvements thereon nor shall the Purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements, repairs unless the covenant or agreement related thereto is contained herein or 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 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 remaining after payment of reasonable allowances for any improvements damaged by such taking, in case of a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking, in case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Purchaser elects that said proceeds shall be held to the seller for application on the purchase price herein.

(5) The Seller has delivered, or agrees to deliver in the event of a sale prior to closing, to the Purchaser a merchant's policy of title insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring real estate as of the date of closing and containing no exceptions other than the following:

a. Printer's general exceptions appearing in said policy form;  
b. Liens or encumbrances which by the terms of this contract the Purchaser fails to assume, or all to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which he or the Purchaser owns real estate, and any mortgage or other obligation, defects in seller's title.

(6) If seller's title is a recordable estate, subject to an existing contract or contracts under which seller is purchasing said estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in successive 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 person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate at date of closing or to retain possession so 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 nor 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 listed in 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 by agreement herself or to make an payment hereunder promptly at the time and in the manner herein set forth, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments due 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 pre-paid, 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 therewith, 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.



*William H Ward* (SEAL)

*Mary Wise Ward* (SEAL)

*George V. Amundson* (SEAL)

*Anita R. Amundson* (SEAL)

On this day personally appeared before me to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that

they signed the same as their free and voluntary act and deed,

GIVEN under my hand and official seal this 3 day of

June, 1972

Notary Public in and for the State of Washington  
residing at \_\_\_\_\_ Camas

74969



SECURITY TITLE INSURANCE COMPANY  
OF WASHINGTON  
1101 SECOND AVENUE, SEATTLE, WASHINGTON 98101  
MAILING ADDRESS

Filled for Record at Request of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

THIS SPACE RESERVED FOR RECORDER'S USE  
STATE OF WASHINGTON / 55  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THIS WITHIN  
INSTRUMENT OR WRITING WAS FILED BY

*John Amundson*

ON JUNE 1972 AT 11:30 A.M. IN THE CITY OF SEATTLE

WAS RECORDED IN BOOK

AT PAGE 74969

RECORDS OF SKAMANIA COUNTY, WASH.

JOHN AMUNDSON  
COUNTY AUDITOR

REGISTERED	E
INDEXED: DIR.	E
INDIRECT:	E
RECORDED:	E
COMPARED:	E
MAILED	2/13/73