

75640

BOOK 64 PAGE 834

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

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 27th day of December, 1972,
between ROBERT W. BARNES and BLANCHE A. BARNES, husband and wife,
hereinafter called the "seller," and ROBERT W. MILLER and GLADYCE N. MILLER, 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:

Lot 2 of ROBERT W. BARNES SUBDIVISION according to the official plat
thereof on file and of record at page 112 of Book A of Plats, Records
of Skamania County, Washington; EXCEPT the west 35 feet of the said
Lot 2.

1718

No.
TRANSACTION EXCISE TAX

DEC 27 1972

Amount Paid \$14,250.00
M. A. B. Barnes
Skamania County Treasurer

By Robert W. Miller and Gladys N. Miller

The terms and conditions of this contract are as follows: The purchase price is Fourteen Thousand Two Hundred
Fifty and no/100ths - - - - - (\$14,250.00) Dollars, of which
Two Thousand and no/100ths - - - - - (\$2,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of
Twelve Thousand Two Hundred Fifty and no/100ths (\$12,250.00) dollars in month-
ly installments of One Hundred Ten and no/100ths (\$110.00) dollars, or more,
commencing on the 10th day of February, 1973, and on the 10th day of each and
every month thereafter until the full amount of the purchase price together
with interest shall have been paid. The said monthly installments shall in-
clude interest at the rate of eight per-cent (8%) per annum computed upon the
monthly balances of the unpaid purchase price, and shall be applied first to
interest and then to principal. The purchasers reserve the right at any time
they are 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 sellers, and any purported assignment thereof without such consent shall
be null and void.

All payments to be made hereunder shall be made at Clarke County Savings and Loan Association,
or at such other place as the seller may direct in writing. P. O. Box 413, Stevenson, Washington 98648.
As referred to in this contract, "date of closing" shall be December 31, 1972.

(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 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 fire and damage by both fire and wind-storm 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 shall be held
to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to
any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied 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 of the taking of said real estate or any part thereof for public use, and agrees that in such damage, destruction or taking shall
constitute a failure of consideration. In case any part of said real estate is taken for public use, a portion of the condemnation award
remaining after payment of reasonable expense of procuring the same shall be paid to the seller and applied as payment on the purchase
price herein unless the seller elects to allow the purchaser to apply all or a portion of said condemnation award to the rebuilding or restora-
tion of any improvements damaged by such taking. In case of damage or destruction of any part of said real estate, the proceeds of such
insurance remaining after payment of the reasonable expense of procuring the same shall be directed to the restoration or rebuilding of such
improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the
purchase price herein. on payment of the purchase price in full, an owner's

(5) The seller ~~has~~ agrees to deliver ~~with~~ ~~to~~ ~~the~~ ~~purchaser~~ ~~a~~ ~~policy~~ ~~of~~ ~~title~~ ~~insurance~~ ~~in~~ ~~standard~~ ~~form~~, or a commitment therefor, issued by Transamerica Title Insurance Company, covering the purchaser to the full amount of
said 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 containing no
exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens 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 heretofore 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:

General taxes for 1973 which become due and payable February 15, 1973.

(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 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 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.

STATE OF WASHINGTON,
County of Skamania

On this day personally appeared before me Robert W. Barnes and Blanche A. Barnes,
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 27th day of December, 1972.
Robert J. Salver
Notary Public in and for the State of Washington,
residing at Stevenson therein.

Transamerica Title Insurance Co



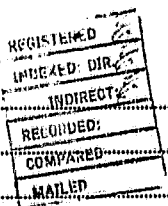
A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....



75640

STATE OF WASHINGTON
COUNTY OF SKAMANIA
RECORDERS USE:

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF RECORDING FILED BY
R. W. Barnes
OF Stevenson, WA
AT 2:00 P.M. DEC 27, 1972
WAS RECORDED IN BOOK 64
OF 1100 AT PAGE 134
REG. DRGS. OF SKAMANIA COUNTY, WASH.
Sp. Prod.
COUNTY AUDITOR
B. Bishop