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BOOK 65 PAGE 192

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 20th day of February, 1973, by and between WILLIAM J. GILL and JULIET A. GILL, incompetent, and WILLIAM J. GILL, her guardian, hereinafter called the "Seller", and SHERRILYN TRUE, a single woman, hereinafter called the "Purchaser",

W I T N E S S E T H:

The Seller agrees to sell and the Purchaser agrees to purchase from the Seller the following described real property situated in the

County of Skamania, State of Washington, to-wit:

That portion of the fractional Northwest Quarter (NW $\frac{1}{4}$) of Section 11, Township 1 North, Range 5 EWM, described as follows:

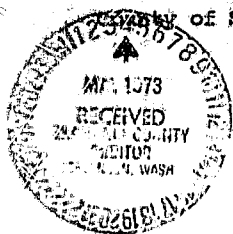
Beginning at the quarter corner on the north line of the said Section 11; thence west 65 rods along the north line of the said Section 11 to a point 15 rods east of the northwest corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 11; thence south to the northerly line of State Highway No. 8 as presently located and established; thence easterly along the northerly line of said highway to intersection with the east line of the NW $\frac{1}{4}$ of the said Section 11; thence north to the point of beginning.
Except Easements of record.

The purchase price of said described premises is the sum of Thirty-Six Thousand Dollars (\$36,000.00), of which the sum of Ten Thousand Dollars (\$10,000.00) in cash has been paid as down payment and receipt thereof is hereby acknowledged.

The balance of Twenty-Six Thousand Dollars (\$26,000.00) shall be paid in ten equal annual installments of \$3,701.88 each. The \$3,701.88 payment represents principal plus interest at 7% per annum.

a) The first contract payment shall be due one year from the date first written above, and the remaining payments every year thereafter.

b) Said payments are to be made to Aztec Appraisal, Incorporated, Central Building, 1206 $\frac{1}{2}$ Main Street, Vancouver, Washington.



1897

TRANSACTION EXCISE TAX

MAY 4 1973

Amount Paid \$3600.00

Skamania County Treasurer

c) There shall be no penalty for early payments, provided said early payment does not exceed 29% of the unpaid balance during the year.

d) The total amount of this contract shall be completely paid ten (10) years from the date first written above.

THE PURCHASER AGREES:

1. In addition to the payments required above, to pay before delinquency all taxes and assessments that may as between the Seller and Purchaser hereafter become due on said premises.

2. To assume all hazards of damage to or destruction of any improvements on the premises, and that no such damage or destruction shall constitute a failure of the consideration on the part of the Seller.

3. That the act of possession and/or occupancy of the said premises shall constitute a full inspection and acceptance of the same; that thereafter neither the Seller nor their assigns shall be liable for any covenants respecting the condition of the premises nor for any agreement for alterations, improvements, or repairs unless the covenant or agreement relied upon is in writing.

THE SELLER AGREES:

1. To furnish the Purchaser with a Purchaser's Policy of Title Insurance, showing marketable title to the property above described, except any portion which may hereafter be condemned or taken under threat of condemnation, and except any encumbrances herein mentioned and that may accrue hereafter through any person except Seller.

2. Upon payment of the Contract, to make, execute, and deliver to the Purchaser properly executed instruments of title to the property above described except any portion which may hereafter be condemned, or taken under threat of condemnation, free and clear of all encumbrances except those that may accrue hereafter through any person except Seller.

IT IS FURTHER AGREED:

1. The purchaser shall not commit nor suffer to be committed any waste upon the property herein sold, and the purchaser agrees to maintain said premises in as good a condition as the same are now, less reasonable wear and tear, during the term of this contract.

2. It is understood and agreed that new buildings or improvements placed upon the real property above described shall become a part of the real property, and the purchaser agrees that they will not allow any liens to accumulate or to be filed against the property. If any liens accumulate or are filed against said property, then this shall be considered to be a breach of the terms of this contract.

3. That in case the purchaser shall fail to make any payment hereinbefore provided or to insure the premises as above provided, or shall allow any liens or encumbrances to be filed against the property, the seller may make such payment, procure such insurance, or pay such liens or encumbrances and the amounts paid therefor by them shall be deemed to be a part of the purchase price and shall become payable forthwith at the option of the seller, or shall be added to the contract balance without prejudice to other rights that the seller may have by reason of such failure.

4. If the purchaser shall fail to make any payment when due or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of the contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure, or the seller may bring an action on any intermediate overdue installment or on any payment made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a

and, and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, 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 of all demands, notices, and other papers shall be made by certified mail to the address of the purchaser or their assigns last known to the seller.

5. In the event the seller incurs any expense in enforcing any provision of this contract, whether in or out of court, and including a forfeiture and cancellation, the purchaser agrees to pay such expense, including a reasonable attorney's fee. The attorney's fee and other costs incurred may be added to the contract balance at the seller's option.

6. It is agreed that no assignment of this contract or sale of the subject property by the purchaser shall be valid unless the same shall be made in proper legal manner, and that any such assignment or sale without compliance with the terms of this contract shall be null and void and of no legal force and effect. The seller agrees not to unreasonably withhold consent.

7. The purchaser agrees to assume all risk of damage or taking of all or any part of the said premises for public use by negotiation, condemnation, or otherwise, and said damage or taking shall not constitute a failure of consideration. In such event, all monies received shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money.

8. This agreement shall be binding upon and shall inure to the benefit of the legal representatives, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument
the day and year first above written.

William J. Gill.
WILLIAM J. GILL, SELLER

JULIET A. GILL, an incompetent

William J. Gill.
by WILLIAM J. GILL, her guardian,
SELLER

Sherrilyn True
SHERRILYN TRUE, PURCHASER

STATE OF WASHINGTON :ss
COUNTY OF CLALLAM

On this day personally appeared before me WILLIAM J. GILL, seller, and as guardian of the person and estate of JULIET A. GILL, an incompetent, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of July, 1973.


William J. Gill
Notary Public in and for the State of Washington, residing at Vancouver.

STATE OF WASHINGTON :ss
COUNTY OF CLALLAM

On this day personally appeared before me SHERRILYN TAJE, a single woman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of July, 1973.


Sherrilyn Taje
Notary Public in and for the State of Washington, residing at Vancouver.

This instrument prepared by:

Ronald A. Marks
Attorney at Law