

76052

BOOK 6-5 PAGE 210
REAL ESTATE CONTRACT

Order # 6013

THIS CONTRACT, made and entered into this

21

day of

MAY

1973

between Mel V.E. Raffelson & Lynda L. Raffelson (husband & wife)

hereinafter called the "seller," and Montie E. Mullis & Esther Mullis (husband & 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:The Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 20, Township 2 North, Range 5 East of the Willamette Meridian.

No. 1905

TRANSACTION EXCISE TAX

MAY 9 1973

Amount Paid \$97.50

Mel V.E. Raffelson & Lynda L. Raffelson
Skamania County TreasurerBy *[Signature]*

The terms and conditions of this contract are as follows: The purchase price is Nine Thousand Seven Hundred Fifty and No/100-(\$9,750.00) (\$ 750.00) Dollars, of which Seven Hundred Fifty and No/100-(\$ 750.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One Hundred and No/100-(\$ 100.00) Dollars, or more at purchaser's option, on or before the 1st day of JUNE, and One Hundred and No/100-(\$ 100.00) 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 8% per cent per annum from the 1st day of MAY, 1973, 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 or at such other place as the seller may direct in writing.

With no expense to purchaser, purchaser agrees to deed to the County the West 60 feet and the North 30 feet of above described property, for Road and Utility purposes, when and if the County accepts this portion for County Road.

As referred to in this contract, "date of closing" shall be MAY 1, 1973.

- (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 loss or damage by both fire and windstorm in a company acceptable to the seller as to 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 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 expenses 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 such condemnation award to the building 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 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 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 Western Title Insurance Company, insuring 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:
 - a. Printed general exceptions appearing in said policy form;
 - b. 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
 - c. 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.

BOOK

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is obligated to pay, or to any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms of such contract or contracts, and to remove the default, and to deliver to purchaser a statutory warranty deed to said real estate, excepting any interest in said real estate taken for public use, free of encumbrances except any (that may attach after date of closing through any person other than seller).

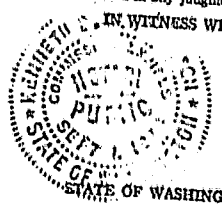
(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the building and improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any purpose other than that intended by the seller. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, gas, and other 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 for or to maintain insurance, as herein required, the seller may, at any time, after default, cause the real estate to be sold at public auction, and any amount so paid by the seller, together with interest at the rate of 10% per annum, shall be repaid by purchaser on seller's demand, all without prejudice to any other remedy available to the seller 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 the conditions or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein provided, 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 payments due, the sums shall be included in any judgment or decree entered in such suit.

(12) If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and purchaser shall enter, the purchaser agrees to pay a reasonable sum as a lawyer's fees and all costs and expenses in connection with such suit, including the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, when suit 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.

Mel V.E. Raffelson
Lynda L. Raffelson
Monte E. Miller
Ethan Miller

STATE OF WASHINGTON,
 County of Clark

On this day personally appeared before me Mel V.E. Raffelson & Lynda L. Raffelson 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

4th day of May, 1973
Donald D. Miller
 Notary Public in and for the State of Washington,
 residing at *Washougal*



Transamerica Title Insurance Co
 A Service of Transamerica Corporation

REGISTERED
INDEXED: CIR
INDIRECT
RECORDED
COMPANED
MAILED

Filed for Record at Request of
 N. M. Evanson Realty
 Address 15706 S.E. Mill Plain Road
 City and State Vancouver, Washington 98664

76052

STATE OF WASHINGTON
 THIS SPACE RESERVED FOR RECORDS

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING PRESENTED TO ME BY *D. D. Miller* ON *May 9* AT *1:35 p.m.* WAS RECORDED IN BOOK *6* OF *REC-1* AT PAGE *281* RECORDS OF GRAMMANIA COUNTY