

76075

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th day of May, 1973between ALVORD E. JOHNSON and BEVERLY A. JOHNSON, husband and wife,hereinafter called the "seller," and ALVIN L. PRAUSE and THELMA E. PRAUSE, 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: The North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 33, Township 2 North, Range 5 E. W. M., EXCEPT that portion thereof lying northerly and westerly of the county road known and designated as the LaBarre Heights Road as the same existed on February 25, 1957, and EXCEPT the following described tract conveyed to Skamania County by deed dated June 28, 1938: Beginning at a point 1,900 feet east of the Southwest corner of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the said Section 33; thence east 740 feet to the southeast corner of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the said Section 33; thence north 160 feet; thence west 740 feet; thence south 160 feet to the point of beginning. SUBJECT TO an easement and right of way for a water pipeline and pump house site at a certain spring as shown of record. ALSO SUBJECT TO easements and rights of way for the county road known and designated as the LaBarre Heights Road and for the county road known and designated as the Washougal River road, including easements and rights of way for relocations thereof.

The terms and conditions of this contract are as follows: The purchase price is Forty Thousand and no/100- - - - - (\$ 40,000.00) Dollars, of which Ten Thousand and no/100- - - - - \$10,000.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Two Hundred fifty and no/100- - - - - \$ 250.00) Dollars,

or more at purchaser's option, on or before the 1-17 day of June, 1973, and Two Hundred fifty and no/100- - - - - (\$ 250.00) Dollars,

or more at purchaser's option, on or before the 1-17 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 7 $\frac{1}{2}$ per cent per annum from the 15th 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 415 N E 4th Ave Camas, Wash or at such other place as the seller may direct in writing.

It is understood and agreed by the parties hereto, that at such time as the principal balance is reduced to the sum of \$15,000.00, or less, the Seller's agrees to release and deed to the Purchasers the West Half of the above described property.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing and approved by the Sellers, and any such assignment, without Sellers consent, shall render this contract voidable at the option of the Sellers.

As referred to in this contract, "date of closing" shall be May 15th 1973.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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 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 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 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 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, 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:

- 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.

(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:

(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.

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.

If the seller shall bring suit to procure a adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum an 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.

1917
No. _____
TRANSACTION EXCISE TAX
MAY 16 1973
Alfred E. Johnson (SEAL)
Beverly A. Johnson (SEAL)
Alice L. Johnson (SEAL)
Helma E. Johnson (SEAL)

On this day personally appeared before me Alford E. Johnson and Beverly A. Johnson,

157X day of May 1973

Cause, there's

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City and State Camas, Washington 98607

REGISTERED
INDEXED: CIA
INDIRECT
RECORDED:
CORRESPONDENCE
MAILED

I HEREBY CERTIFY THAT THE RETURN
 INSTRUMENT OF SALES FILED BY
W. J. Sullivan
of Buchanan County, Mo.
 AT 10:00 A. M. May 16, 1973
 WAS RECORDED IN BOOK 6-5
 OF Block AT Page 322
 OF Book of Buchanan County, Mo.
W. J. Sullivan
W. J. Sullivan