

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 17 day of MARCH, 1973

between **VIRGIL SAMPSON AND ESTHER SAMPSON, husband and wife**

hereinafter called the "seller," and

JERRY R. PARKS AND NOREEN E. PARKS, 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 **SKAMONTA** County, State of Washington:

Lot 16, Block 3, Benders Addition, North Bonneville,
County of Skamania, State of Washington

No. **1818**
TRANSACTION EXCISE TAX

MAR 20 1973

Amount Paid \$69.00
Melissa O'Donnell
 Skamania County Treasurer
 By Bonnie J. Gaudin

The terms and conditions of this contract are as follows: The purchase price is **SIX THOUSAND NINE HUNDRED AND NO/100** (\$ **6,900.00**) Dollars, of which **SEVEN HUNDRED AND NO/100** (\$ **700.00**) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The principal balance of (\$6,200.00) SIX THOUSAND TWO HUNDRED AND NO/100 DOLLARS with interest thereon at 7 1/2% beginning _____ is to be paid in monthly payments of (\$55.00) FIFTY-FIVE AND NO/100 DOLLARS with the first payment due 30 days after possession commencing _____ and on the 15th day of each month thereafter, including interest to date of payment on the unpaid balance until this contract and all interest due is paid in full.

If at any time a payment becomes 10 days past due, there will be a \$5.00 late charge assessed.

Purchaser will pay taxes and insurance

Title Insurance upon fulfillment of this contract.

All payments to be made hereunder shall be made at 26111 5th St. Box 261 STEVENSON or at such other place as the seller may direct in writing. MD 20759

As referred to in this contract, "date of closing" shall be March 29th 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 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 so made on is contained herein or is in writing and attached to and made a part of this contract.

[illegible]

(5) The seller is not responsible for any loss or damage to the goods or to the documents representing the goods, occurring after the date of closing and purchase of the insurance in standard form, or a non-standard form, as determined by the contract, for the insurance company, including a purchase in 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.

(6) If seller's title to said real estate is subject to any 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 to 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 hereafter 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:

Sellers & Purchasers agree that larger payments than \$ 55.00 per month can be made at any time, and Contract can be paid off in full at any time without a prepayment penalty.

Any proratations to be from date of Closing.

(8) Unless a different date is provided for hereinafter, the purchaser shall be entitled to possession of said real estate on date of closing and 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 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 be entitled 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.

Virgil Sampson (SEAL)
Virgil Sampson
Ester Sampson (SEAL)
Ester Sampson
Jerry R. Parks (SEAL)
Jerry R. Parks
Norman E. Parks (SEAL)
Norman E. Parks

STATE OF WASHINGTON,

County of CLARK

On this day personally appeared before me Virgil Sampson and Esther Sampson

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 purposes and purposes

GIVEN under my hand and official seal this

day of MARCH, 1973

Notary Public in and for the State of Washington,

residing at Van Couver (Wash)

75077

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	E
INDEXED	DIR. E
INDIRECT	E
RECORDED	
COMPARED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE:	
STATE OF WASHINGTON	
COUNTY OF SKAMANIA 185	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
Norman E. Parks	
OF 3301 FOURTH BLVD. VANCOUVER, WASH.	
AT 3:30 P.M. MAR. 20 1973	
WAS RECORDED IN BOOK 65	
ON RECORDS AT PAGE 254	
RECORDS OF SKAMANIA COUNTY, WASH.	
H. P. Jones	
COUNTY AUDITOR	