

76462

BOOK 65 PAGE 573

A-1984

Pioneer National
Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 30 day of JUNE, 1973

between JOSEPH R. SMITH AND LOEVA M. SMITH, HUSBAND AND WIFE,

hereinafter called the "seller," and RICHARD W. BALHOLM AND JOAN M. BALHOLM, 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:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLANETTE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SAID SOUTH HALF OF THE SOUTHWEST QUARTER NORTH 89°21'31" WEST 125.00 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 01°11'07" EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 450.01 FEET; THENCE SOUTH 89°21'31" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER 468.68 FEET TO THE CENTER LINE OF COUNTY ROAD NO. 1014 DESIGNATED AS THE WOODARD CREEK ROAD; THENCE FOLLOWING SAID CENTER LINE ALONG THE ARC OF A 1,226.20 FOOT RADIUS CURVE TO THE LEFT (THE INCOMING TANGENT OF WHICH IS SOUTH 16°18'08" WEST) FOR AN ARC DISTANCE OF 102.77 FEET; THENCE LEAVING SAID CENTER LINE (AT A POINT 350 FEET NORTH 01°11'07" EAST OF THE SOUTH LINE OF THE SAID SECTION 22) NORTH 89°21'31" WEST PARALLEL WITH SAID SOUTH LINE 321.07 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 01°11'07" WEST ALONG SAID EAST LINE 350 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89°21'31" WEST ALONG THE SOUTH LINE OF SAID SECTION 22, 125.00 FEET TO THE POINT OF BEGINNING.

BOOK 65 PAGE 574

The terms and conditions of this contract are as follows: The purchase price is TWO THOUSAND AND NO/100 (\$ 2000.00-----) Dollars, of which ONE THOUSAND TWO HUNDRED AND NO/100 (\$ 1200.00-----) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: FIFTY AND NO/100 (\$ 50.00-----) Dollars, or more at purchaser's option, on or before the 30th day of JULY, 1973, and FIFTY AND NO/100 (\$ 50.00-----) Dollars, or more at purchaser's option, on or before the 30th 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 30th day of JUNE, 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.

No. 2071
TRANSACTION EXCISE TAX
AUG - 9 1973
Amount Paid \$ 2000.00
Mildred L. Johnson
Skamania County Treasurer
By _____

As referred to in this contract, "date of closing" shall be _____

(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 in 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 PRIMER NATIONAL 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;
- Lies 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.

Revised 4 85657-7116

(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 lawfully 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:

EASEMENTS AND RIGHTS OF WAY FOR PUBLIC ROADS, INCLUDING EASEMENTS AND RIGHTS OF WAY FOR COUNTY ROAD NO. 1014, DESIGNATED AS THE WOODARD CREEK ROAD.

(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 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 to 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 of agreement hereunder, the seller shall demand payment of the purchase price of the property sold hereunder promptly at the time and in the manner herein required, the seller may elect to terminate 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 a 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 rendered, the purchaser shall 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 Clark

On this day personally appeared before me Joseph R. Smith and Loeva M. Smith,
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 30 day of June, 1972

Notary Public in and for the State of Washington.

residing at **Vancouver**

76492

[illegible]

Placed National Life Insurance
WASHINGTON TITLE DIVISION
Filed for Record at Request of

