



175924

## **REAL ESTATE CONTRACT**

(FOB4 A-1964)

~~BOOK 45~~ PAGE 77

PRAGUE 27

THIS CONTRACT, made and entered into this **22<sup>ND</sup>** day of APRIL, 1973  
between CHARLES R. DENNIS AND JOAN E. DENNIS, HUSBAND AND WIFE  
hereinafter called the "Seller," and CLARENCE E. MERSHON AND COLLEEN L. MERSHON, HUSBAND AND WIFE AND  
hereinafter called the "Purchaser," RICHARD W. CHRISTOPHER AND ELDA M. CHRISTOPHER, HUSBAND AND WIFE

HITNESSETH: 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:

WITNESSETH: That the Seller agrees to sell to the Purchaser  
the following described real estate, with the appurtenances, in SKAMANIA County, State of Washington:

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THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4) OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 8 E. OF W.M., EXCEPT THAT PORTION LYING WESTERLY OF THE CENTER OF PANTHER CREEK.

**TRANSACTION EXCISE TAX**

APR 5 1973

**Amount Paid...**

Placer County Treasurer

J

The terms and conditions of this contract are as follows: The purchase price is **FIFTEEN THOUSAND AND NO/100 DOLLARS** (\$15,000.00) Dollars, of which **SEVEN THOUSAND AND FIVE HUNDRED AND NO/100** (\$7,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: **ONE HUNDRED DOLLARS AND NO/100** (\$100.00) Dollars,

or more at purchaser's option, on or before the 10<sup>th</sup> day of JUNE , 1973  
and ONE HUNDRED DOLLARS AND NO/100 (\$100.00) Dollars,  
or more at purchaser's option, on or before the 10<sup>th</sup> 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 SEVEN (7) per cent per annum from the 10<sup>th</sup> day of MAY , 1973 which interest shall be deducted from each instalment payment and the balance of each payment applied in reduction of principal.

PAYMENTS TO BE MADE TO THE ACCOUNT OF  
CHARLES R. DENNIS, OR JOAN E. DENNIS,

PAYMENTS TO BE MADE TO THE ACCOUNT  
CHARLES R. DENNIS, OR JOAN E. DENN  
BANK OF THE WEST  
MAIN BRANCH  
LONGVIEW, WASHINGTON 98632



As referred to in this contract, "date of closing" shall be December 2, 1973.

(1) The purchaser acknowledges and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantees hereafter become a lien on or sold 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 upon 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 fire 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 his assigns be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement 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 reasonble 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 expenses 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 Security Title Insurance Company of Washington, 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 conflict 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

(6) If seller's title to said real estate is subject to an 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 defaults, and may notwithstanding no mode shall be applied to the payments next falling due 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 \_\_\_\_\_, dated to said time above, containing all parts thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing, in favor of person other than the seller, and subject to the following:

(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 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 herein or to make any payment required hereunder promptly of 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 on frank-dated damages, and the seller shall have a 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.

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 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.

*Rickie M Christopher* *Charles R Dennis* (SEAL)

*Eloise T. Christopher* *Janice Dennis* (SEAL)

*Clarence E. Mershon* (SEAL)

*Julie L. Mershon* (SEAL)

STATE OF WASHINGTON,

County of **COWLITZ**

On this day personally appeared before me **CHARLES R. DENNIS AND JUICE E. DENNIS, HIS WIFE** 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 **24<sup>th</sup>** day of **APRIL, 1973**



**Dale Rawlins**  
Notary Public in and for the State of Washington  
Longview

recording #101-21-107

750:21



SECURITY TITLE INSURANCE COMPANY

1000 BROADWAY - PORTLAND, OREGON 97201

Filed for Record at Request of

REGISTERED:	<b>E</b>
INDEXED, DIR.	<b>E</b>
DIRECTED:	<b>E</b>
RECORDED:	
COMPARED:	
NOTIFIED:	

THIS SPACE RESERVED FOR RECORDER'S USE  
MAIL OF WASHINGTON  
COUNTY OF SKAMANIA 1973

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF RECORD, P.R.C., IS  
**CLARENCE E. MERSHON**  
OF **PORTLAND, ORE.**  
AT **1220 N.E. 196TH**  
WAS RECEIVED IN BOOK **65**  
OF **Recd** AT MAIL BOX  
RECEIVE OF LUMMUS COUNTY, WASH.  
**4/26/73**  
CLERK OF COURT  
**Clayford**

MAIL TO:

NAME **CLARENCE E. MERSHON**  
ADDRESS **1220 N.E. 196 TH.**  
CITY AND STATE **PORTLAND, ORE. 97230**