

78055

BOOK 67 PAGE 436

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 26th day of July, 1974

EDIN PROPERTIES CORPORATION, a corporation

known to the "seller," and

HAROLD L. LUCAS AND HELEN E. LUCAS, husband and wife

known to 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:

see attached exhibit

 No. 2769
 TRANSACTION EXCISE TAX

AUG 13 1974

 Amount Paid \$16,000.00
 Skamania County Treasurer
 By *Michael J. Connelly*

The terms and conditions of this contract are as follows. The purchase price is

Sixteen Thousand and no/100--

(\$ 16,000.00) Dollars, of which

Two Thousand Four Hundred and no/100-- (\$ 2,400.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Twenty and no/100-- (\$ 120.00) Dollars, or more at purchaser's option, on or before the 1st day of September, 1974,

and One Hundred Twenty and no/100-- (\$ 120.00) 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 8-1/2 % per cent per annum from the 1st day of August, 1974,

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 841 Military Ave. Skamania County, WA 98582.

or at such other place as the seller may direct in writing.

1. Seller herein agrees that upon additional principal payment of Sixteen Hundred and no/100 (\$1,000.00) Dollars, he will execute a warranty deed to one acre and access thereto.

As referred to in this contract, "date of closing" shall be August 1, 1974

(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, and 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 destroyed 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 a tier'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 selling contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which under the 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 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 default, and any payments so made 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 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:

1. An easement and right of way for an access road granted to the U.S. of America for the use of Bonneville Power Administration by deed recorded 8/17/54, Auditors File No. 47341, Records of Skamania County, Washington.
2. An easement and right of way for use of an existing logging road granted to Miles I. Stevenson and Clarence V. Auges by deed recorded 2/11/55, Auditors File No. 48243, Records of Skamania County, Washington.
3. The rights of Edith Glor to a water intake as disclosed by application for title ins.

(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 as 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 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, said corporation has caused this instrument to be executed by its proper officers this 10th day of August, 1974

Harold L. Lucas

Helen E. Lucas

Helen E. Lucas

Edin Properties Corporation

By: Nils A. Edin, President.

By: Ruth A. Edin, Secretary.

STATE OF WASHINGTON

County of Clark

On this 10th day of August, 1974, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Nils A. Edin, President and

Ruth A. Edin, Secretary, respectively, of Edin Properties Corporation,

a corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

My Commission Expires Sept. 6, 1977

G. C. Shallock
Notary Public in and for the State of Washington,
residing at 1111 1st St. W. B. 100

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....
Address.....
City and State.....

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

TIME SPACE RESERVED FOR RECORDER'S USE; COUNTY OF SKAMANIA 155	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
G. C. Shallock	
OR	
AT 11:45 A.M. Aug. 13, 1974	
WAS RECORDED IN BOOK 67	
OF 11:45 A.M. AT PAGE 436	
RECORDS OF SKAMANIA COUNTY, WASH.	
COUNTY AUDITOR	
E. M. Shallock	
RECEIVED	

EXHIBIT

The East Half of the Southwest Quarter of the Southwest Quarter (E1/2 SW1/4 SW1/4) of Section 20, Township 3 North, Range 8 East of Willamette Meridian.

Together with a private easement for ingress and egress and public and private utilities 20 feet in width to commence at a point approximately 550 feet from the Southwest corner of Section 20, Township 3 North, Range 8 East of the Willamette Meridian. Where the existing entrance intersects the South boundary of Section 20; thence East along said boundary on the North side until it intersects the West boundary of the East one half of the Southwest quarter of the Southwest quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian.

Easement Subject to: a non exclusive easement for ingress and egress and utilities 30 feet from the center of the existing roadway in each direction said road running in a Northwesterly direction along the breaks of Carson Creek.