

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25 day of May, 1976

between Gary A. Carpenter and Rosa Carpenter, husband and wife,

hereinafter called the "seller" and John N. Skimas and Jo Anne M. Skimas, 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, to Skamania County, State of Washington:

As set forth on the attached legal description

No. 4101
TRANSACTION EXCISE TAX

JUN 3 1976

Amount Paid \$300.00By Betty Wright

Skamania County Treasurer

By Handwritten Signature

Subject to easements of record.

The terms and conditions of this contract are as follows: The purchase price is Thirty thousand and no/100

Eight thousand five hundred and no/100 (\$30,000.00) Dollars, of which

Twenty five hundred and no/100 (\$2,500.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

In monthly installments of \$150.00 each commencing July 1, 1976 and continuing monthly thereafter until January 1, 1977 at which time the monthly installments shall increase to \$250.00, or more at purchasers' option, per month until the principal balance is fully paid together with accrued interest. Interest on the principal balance shall accrue at the rate of 8% per annum and from each payment interest to date shall be computed and the balance applied on principal.

Seller agrees to execute and deliver partial fulfillment deed to purchaser upon request and tender of not less than \$600.00 per acre, provided this contract is current in all respects. All existing encumbrances are to be the sole responsibility of seller and shall be discharged prior to or simultaneously with the closing hereof.

All payments to be made hereunder shall be made in

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

As referred to in this contract, "date of closing" shall be June 1, 1976

(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 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 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 accruing 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 which the seller has agreed to a commitment therefor, issued by FARMERS 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 continuing no longer than the following:

a. With a general exception appearing in said policy to wit:

b. Defects 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 to;

c. Any existing contract or contracts under which seller is purchasing said real estate and any mortgages or other obligation, which

and by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(4) If said title to said real estate is subject to an existing contract or contracts under which there is outstanding said real estate or any interest in or other obligation, which subject to the fact that the purchaser agrees to make such payments in accordance with the terms thereof, and upon the fact that the purchaser shall have the right to make any payments necessary to remove the defects, and any payments of such kind shall be applied to the payment of such obligations due thereon, under the contract.

(5) 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 standard warranty deed to said real estate, excepting only part interest hereafter taken for partial release, first of all encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(6) 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, gas, and for other utility services furnished to said real estate after the date purchaser is entitled to possession.

(7) 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.

(8) Title is of the essence of this contract, and it is agreed that to 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 have 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.

Seller agrees 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.

(9) 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.



Gary A. Carpenter (REAL)

Rose M. Carpenter (REAL)

John M. Skinnos (REAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Gary A. Carpenter and Rose Carpenter husband and wife to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that their 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

25th day of May, 1976

Notary Public in and for the State of Washington,

Reading of CDROS



82431



PIONEER NATIONAL
TITLE INSURANCE

ATCOR COMPANY

Filed for Record at Request of

WAS NOT RECORDED IN RECORDERS USE
COUNTY OF SKANANIA 1976

(HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
PR. G. Skinnos
OF Skinnos, Wn.
AT 12:10 PM 5-25-1976
WAS RECORDED IN BOOK 71
OF 82431 AT PAGE 171
RECORDS OF SKANANIA COUNTY, WASH.
COUNTY AUDITOR
E. J. Skinnos

SEARCHED	INDEXED
SERIALIZED	FILED
RECORDED	COMPARED
MAILED	

MOORE PAGE 1-1

Description: Carpenter to Skimas contract

The following described real property located in Skamania County, State of Washington, to-wit:

PARCEL NO. 1: The Southeast Quarter of the Northeast Quarter of the East or East Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$); the East Half of the Southeast Quarter of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$); and the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$); of Section 26, Township 3 North, Range 7 E. W. M.;

EXCEPT the following described tract: Beginning at the southwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 26; thence north 400 feet; thence east 200 feet; thence south 400 feet; thence west 200 feet to the point of beginning;

AND EXCEPT that portion thereof conveyed to Paul E. Anderson and Georgia L. Anderson, husband and wife, by deed dated October 23, 1968, described as follows: The South Half of the South Half of the Southeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of the said Section 26; EXCEPT the West 200 feet thereof and EXCEPT the east 40 feet thereof.

PARCEL NO. 2: The east 40 feet of the South Half of the South Half of the Southeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 26, Township 3 North, Range 7 E. W. M.; AND

A tract of land in the West Half of the Southwest Quarter of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 25, Township 3 North, Range 7 E. W. M., described as follows: Beginning at the brass monument marking the southeast corner of said Section 25; thence north 00° 35' 15" east along the west line of said section 400 feet; thence south 88° 22' 56" east 20 feet; thence south 00° 35' 15" west 400 feet to the south line of the said Section 25; thence north 88° 22' 56" west along said south section line 20 feet to the point of beginning.

PARCEL NO. 3: All that portion of the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 25, Township 3 North, Range 7 E. W. M., lying westerly of County Road No. 2028 designated as Loop Road.