

82990

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 30th day of September, 1976

between EUGENE D. DARROW AND RUTH DARROW, husband and wife

hereinafter called the "seller," and

HARVEY D. ERICKSON AND MARVINA M. ERICKSON, husband and wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agreed to sell to the purchaser and the purchaser agreed to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

The West half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 23, Township 3 North, Range 7 East of the Willamette Meridian;

TOGETHER WITH the non-exclusive easement rights appurtenant thereto, as more particularly described in an instrument dated September 29, 1975 and recorded October 21, 1975, at page 903 of Book 69 of Deeds, under Auditor's File No. 81209, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows. The purchase price is FORTY EIGHT THOUSAND AND NO/100ths----- \$ 48,000.00 Dollars, of which FIVE THOUSAND AND NO/100ths----- \$ 5,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Three Thousand Six Hundred and no/100ths (\$3600.00) per year including 8 1/2% interest. First annual payment due October 1, 1977. 50% of proceeds of timber removed to be applied to principal balance in addition to the annual payments call for herein. In addition to the annual payment schedule purchaser agrees to make a lump sum payment of \$5,000.00 by July 1, 1977. The money received from any timber removed as per the timber clause above can apply to this amount. Entire contract to be paid in full by the 14th anniversary of the closing date.

TRANSACTION EXCISE TAX

10/2/1976

at Skamania County, Washington

Skamania County Treasurer

The foregoing shall only be valid if recorded in the

All payments to be made hereunder shall be made at the office of the Skamania County Treasurer, or at such other place as the seller may direct in writing.

As herein provided, the date of "closing" shall be the date of recording of this contract.

(1) The purchaser covenants and agrees to pay before a duly licensed surveyor that may at between parties and private boundary corners to his or her real estate and to the terms of this contract the purchaser has assumed no responsibility for any mortgage, judgment or other encumbrance, or has assumed payment thereon, and the purchaser agrees to pay the same before closing.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the land, now and hereafter owned by and the estate insured to the actual cash value thereof against loss or damage by fire and lightning and to maintain a policy and to provide a receipt to the seller.

(3) The purchaser agrees that full or portion of said real estate has been made and that the seller shall be held to be bound in recording the contract or any improvements thereon and shall the purchaser be a lien on the land and the seller be held to be bound in recording the contract or any improvements thereon and shall the purchaser be a lien on the land and the seller be held to be bound in recording the contract or any improvements thereon.

(4) The purchaser agrees to pay for the cost of any improvements to be made on the land and the seller shall be held to be bound in recording the contract or any improvements thereon and shall the purchaser be a lien on the land and the seller be held to be bound in recording the contract or any improvements thereon.

(5) The seller has delivered, or agrees to deliver within 45 days of the date of closing, a purchaser's policy of title insurance as required by the Skamania County Treasurer, issued by the Skamania County Treasurer, to the purchaser in the full amount of the purchase price less any loss or damage by reason of which the title to said real estate as of the date of closing and contained in the instrument of sale.

- Price of goods, services, insurance in and seller form.
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance to transfer is to be made in full.
- Any existing contract or contracts under which seller is purchasing said real estate, and any restriction 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 an existing mortgage or mortgages upon 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 secure 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:

(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 out 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 water, sanitation or construction charges for water, sewer, electricity, gas 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 the same, 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 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 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, and all debts and obligations of the purchaser shall be considered as a matter of any payment due to the seller, and no waiver by the seller of any default on the part of the purchaser shall constitute an agreement by the seller to waive any such default.

(11) Upon seller's election to bring suit to enforce any provision of this contract, including any default or any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

(12) If the seller shall bring suit to secure an advertisement or termination of any mortgage or other obligation, and shall be successful in so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the City of Seattle, Washington, this 1st day of September, 1976.

Eugene D. Darrow (S) 1944
Ruth Darrow (S) 1944
Harvey D. Darrow (S) 1944
Mervine M. Darrow (S) 1944

STATE OF WASHINGTON

County of Clark

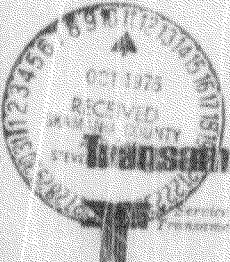
On this day personally appeared before me Eugene D. Darrow & Ruth Darrow
to me known to be the individuals described in and the execution of the foregoing instrument and acknowledged by them
they signed the same as their

Witness my hand and official seal this

1st day of September, 1976.

B. J. Burdette
Notary Public in and for the State of Washington

residing at Vancouver



Transamerica Title Insurance Co

Secretary of Transamerica Insurance Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED	☒
INDEXED	☒
INDIRECT	☒
RECORDED	☒
COMPARED	☒
MAILED	☒

829431

STATE OF WASHINGTON
COUNTY OF CLARK
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
R. J. Burdette
ON *Sept 11 1976*
AT *9:35 A.M.* *11-11-1976*
WAS RECORDED IN BOOK *71*
OF *Clark* COUNTY, WASH.
RECORDS OF CLARK COUNTY, WASH.
B. J. Burdette
COUNTY CLERK
E. M. [Signature]