



83555

REAL ESTATE CONTRACT

BOOK 72 PAGE 247

THIS CONTRACT, made and entered into this 10th day of January, 1977
between RODNEY R. McCAFFERTY and YVONNE D. McCAFFERTY, husband and wife
hereinafter called the "seller," and FRANK A. TOWELL, JR. and LORETTA M. TOWELL,
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:

The north 440 feet of the Southeast Quarter of the Northwest Quarter
(SE $\frac{1}{4}$ NW $\frac{1}{4}$) of the Section 33, Township 2 North, Range 6 E.W.M.; EXCEPT
that portion thereof lying easterly of the center of County Road No.
1011 designated as the Duncan Creek Road;

TOGETHER WITH an easement over and across an existing private road
on sellers' real property adjacent to said premises on the south for
access to the Duncan Creek Road aforesaid.

The terms and conditions of this contract are as follows: The purchase price is Thirteen Thousand Nine
Hundred and No/100----- \$13,900.00 Dollars, of which
One Thousand Five Hundred and No/100----- \$1,500.00 Dollars have
been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the
sum of Twelve Thousand Four Hundred and No/100 (\$12,400.00) Dollars
in monthly installments of One Hundred and No/100 (\$100.00) Dollars,
or more, commencing on the twentieth day of March, 1977, and on the
Twentieth day of each and every month thereafter until the full amount
of the purchase price together with interest shall have been paid.
The said monthly installments shall include interest at the rate of
eight per cent (8%) per annum computed upon the monthly balances
of the unpaid purchase price, and shall be applied first to interest
and then to principal. Interest will commence on February 20, 1977.
The purchasers reserve the right at any time they are not in default
under the terms and conditions of this contract to pay without penalty
any part or all of the unpaid purchase price, plus interest, then due.

This contract shall not be assigned without the express written consent
of the seller, and purported assignment thereof without such consent
shall be null and void.

All taxes and assessments levied hereon shall be paid by the seller.

Riverview Savings and Loan Association
Stevenson, Washington 98645

As entered in a Real Estate "Date of Closing" on January 10, 1977

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied on said real estate, and agrees hereafter to pay all taxes and assessments that may be levied on said real estate, and agrees to pay all taxes and assessments that may be levied on said real estate, and agrees to pay all taxes and assessments that may be levied on said real estate.

(2) The purchaser agrees to keep the buildings now and hereafter on said real estate insured by a fire and theft policy against loss or damage by fire and theft and windstorm in a company acceptable to the seller. If for the seller's benefit an fire interest may appear, and to pay all premiums thereon and to deliver all policies and receipts 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 warranty or agreement for alterations, improvements or repairs, unless the covenant or agreement called on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability 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 in 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 consideration then 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 consideration toward 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 restoring the same shall be deposited to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects to take and receive same.

(5) The seller shall deliver to the purchaser a copy of the title insurance policy of title insurance in standard form, or a commitment therefor, issued by SAFECO 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:

- a. Eminent domain exceptions appearing in said policy form.
- b. Taxes or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the consequences hereunder are to be made subject, and
- c. 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.

(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, deed of trust 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:

- a) General taxes for 1977 which will become due and payable on February 15, 1977;
- b) Easements and rights of way for County Road No. 1011 designated as the Duncan 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 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 taxes, assessments, 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 have right to reenter and take possession of the real estate, and no warranty 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 prepaid, return receipt requested, directed to the address above, or to the address last known to the seller.

(11) Upon seller's election taking suit to enforce any covenant of this contract, including suit to enforce any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and disbursements in connection with such suit, which sum shall be included in any judgment or decree entered in such suit. If the purchaser fails to pay such sum, the seller shall bring suit to secure 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 disbursements in connection with such suit, and also the reasonable cost of searching records to determine the validity of a lien in the such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date and at the place hereinafter appearing.

STATE OF WASHINGTON,

County of SKAMANIA

On this day personally appeared before me **RODNEY R. McCAFFERTY and YVONNE D. McCAFFERTY, husband and wife**

to me known to be the individuals whose names are subscribed to the foregoing instrument, and they acknowledged to me that

they executed the same as their

for the uses and purposes therein contained.

GIVEN under my hand and official seal this 14th day of February, 1977.

Notary Public in and for the State of Washington

Residing at Stevenson, Washington

WHEN RECORDED RETURN TO

4486

53555

139

THIS SPACE RESERVED FOR RECORDER'S USE



SAFECO TITLE INSURANCE COMPANY

STATE OF WASHINGTON
COUNTY OF SKAMANIA

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR.
INDEXED: I
RECORDED
COMPALED
MAILED

THEY HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS VOLUNTARILY EXECUTED BY

OF Stevenson, Washington

AT 14 AL 24 1977

WAS RECORDED IN BOOK 4486

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RECORDS OF SKAMANIA COUNTY, WASH.

John D. McCall
COUNTY CLERK

W. H. McCall