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## REAL ESTATE CONTRACT



5K-10001

28kh THIS CONTRACT, made and entered into this day of Tebruary, 1977

between RALPH V. ANDERSEN AND DONA L. ANDERSEN, Busband and Wife

hereinafter called the "seller," and WILLIAM J. NUNES, JR. AND ROBIN D. NUNES, Husband and Mife.

hereivafter called the "murchaser."

IVITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the relier the following Skamani\a described real estate, with the appurtenances, in County, State of Washington:

The Southeast quarter of the Southeast quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the W. M.

Together with a non-exclusive easement for egress, ingress and utilities over the West 60 feet of the Southwast quarter, Southwest quarter, Northwest quarter of Section 20, Township 2 North, Range 5 East of Willamette Meridian. exclusive easument for ingress, agress and utilities 60 feet in width, the center line being the North boundary of the South half of the South half of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, excepting the East 330 feet thereof.

The terms and conditions of this contract are as follows: The purchase price is ELEVEN THOUSAND FIVE HUNDRED ) Dollars, of which - (\$ 1,000.00 ) Dollars have been paid, the receipt whereof is hereby acknowledges, and the balance of said purchase price shad be paid as follows:

purchase price shall have been fully raid. The purchase further agrees to pay interest on the diminishing onlance of sale sunchase price at the rate of discountry per cent per annum from the 28th day of February , 1977, at the rate of di per cent per annum from the 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 | Evergreen Realty, 15710 E. Mill Plair 31vd., or at such other place as the seller may direct in writing Vancouver, Washington

In addition to above mentioned monthly payments, purchaser agrees to make a balloom payment in the amount of \$500.00 on or before six months from the above date which shall apply directly to principal.

Also in addition to above monthly payments, purchasers agrees to pay said contract in full on or before gaven years from above date.

As referred to in this contrast, "date of closing" shall be February 28, 1(77

(1) The purchaser assumes and agrees to pay before delinquency all taxes and essements that may as between granter and granter 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 courobrance, or has assumed payment of or agreed to purchase subject to, any facts or assessments new a lien on said real estate, the purchases agrees to pay the same before desinguency.

(2) The purchaser agrees until the purchase once is fully paid, to keep the buildings now and hereafter placed on said recl estate insured to the acoust cash value thereof against loss or damage by both fire and wind-torm in a company acceptable to the seller and for the sell-ris henefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

(3) The purchast agrees that full inspection of said real state has been made and that nother the soller nor his rasign; shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or adder or the assigns of either be held to any covenant or agreement for alteration; impovements or repairs unless the covenant or agreement relied on la contained betten or is in writing and attacked to and made a part of this container.

in writing and attacked to and made a part of the contact.

(4) The purchaser easy is all hazards of immace to its distriction of any improvements now on said real estair or kereafter placest thereon, and of the taking. And real estate or any part of said real estate is taken for public use, and agrees that no mad dismage, destriction or taking shall constitute a failure of consideration. In case may part of said real estate is taken for public use, the postion of the kondemnation awards remaining after payment of reasonable expenses of non-uning the same shall be paid to the relies and applied as payment on the purchase pick herein unless the spiker elects to allow the purchase pick herein unless the spiker elects of allow the purchase portion of such condemnation award to the rebuilding of restoration of any improvements damaged by such taken. In case of damage or destruction from a peell insured against, the proceeds of such improvements within a reasonable time, unless purchaser elects that raid proceeds shall be paid to the sellect for application on the purchase price herein.

(4) The puller has delivered, as agrees to deliver within 14 date of the date of change of the payment of the sellect for application on the

(4) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title lisurance in standard form, or a commitment therefor, issued by Paratas Rections (4): Paratas Rections (4): Paratas Rections (4): Paratas Rections of the purchaser to the full amount of said purchase price against lost or damage by reason of defect in seller's title to said real state as of the date of closing and containing no exceptions other than the following:

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 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, hone of which for the purpose of this contractal to shall be decayed defects in seller's little.

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(a) It orders title to said real octate is subject to an existing numeract or continues under which seller in purchasing said real estate, or any martinge or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchases shall have the right to realer any payments accessary to remove the default, and any payments or made shall applied to the payments, nort failing due the seller under this contract.
(7) The seller agrees, upon vecessing full payment of the purchase price and increase in the manner above specified, to execute and

deed to said text escale, exception and part thereof bereafted deliver to purchaser a statutory warranty

taken for public use, free of encumbrance except any that may attach after date of closing through any person other than the seller, and subject to the following:

## SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of each end offers of chief and to retain possession so here as purchaser or not in default bereaming. The purchaser consecution to been two the littless and other improvements on said read evidet in good report and not in secret water and not to use or possestion.

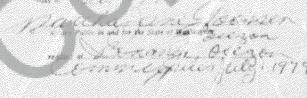
(8) In case the purchaser covenants to pay all oversite, in tallation on construction charges for university and construct, posture out attended to use free purchaser transferd to use free purchaser transferd to use free purchaser transferd to use free purchaser in entitled to prosession.

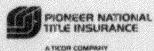
(9) In case the purchaser table to make any payment berein per-orded or to maintain maintains, as being required, the effect only make such payment outhir repaid should be repayable by participant of the cust-of 10% per amount thereof tended to the provided of the maintain theorem and the cust-of 10% per amount so pould by the soften to demand, all nothers possible to any the right the soften may clot to a case default.

(10) Time is of the evence of this contract, and it is agreed tool in case the purchaser shall not the right to soften any condition of agreement hereof it to make any regional regional property that we chall not the contract of the purchaser starts in regional property in the contract in the maintain of the per-order and table becomes of the real entate, and no weaker me the soften of any default no their may the per-order and table becomes of the real entate, and no weaker me the soften of any default in the per-order and table becomes of the real entate, and no weaker me the soften of any default in the contract of the soften and the per-order and table becomes of the real entate, and no weaker me the soften of any default in the soften and the per-order and the per-order and table becomes of the real entate, and no weaker me the soften of any default in the contract of the soften and the soften of any default in the soften of any default in the so

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