

REAL ESTATE CONTRACT



695-4495

SK-10001

THIS CONTRACT, made and entered into this 28th day of February, 1977

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

hereinafter called the "seller," and WILLIAM J. NUNES, JR. AND ROBIN D. NUNES, 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, in Skamania 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 Southwest quarter, Southwest quarter, Northwest quarter of Section 20, Township 2 North, Range 5 East of Willamette Meridian. Also a non-exclusive easement for ingress, egress 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 AND NO/100 - - - - - (\$ 11,500.00) Dollars, of which ONE THOUSAND AND NO/100 - - - - - (\$ 1,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED AND NO/100 - - - - - (\$ 100.00) Dollars, or more at purchaser's option, on or before the 28th day of March, 1977, and ONE HUNDRED AND NO/100 - - - - - (\$ 100.00) Dollars, or more at purchaser's option, on or before the 28th 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 4 1/2 per cent per annum from the 28th day of February, 1977, 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 Plain Blvd., 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 balloon 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, purchaser agrees to pay said contract in full on or before seven years from above date.

As referred to in this contract, "date of closing" shall be February 28, 1977

(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 wind-torn 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the agents 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 agrees as all hazards of damage to the 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 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 standard form, or a commitment therefor, issued by PIONEER 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 containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien 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 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 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 payment of said debt 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 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 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 production charges for water, sewer, electricity, gas, or other utility services furnished to said real estate as set 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 or 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 complete, or perform any condition or agreement hereof, or to make any payment required hereunder, or to keep the buildings and other improvements on said real estate in good repair, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon the date of such declaration, 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.

Service upon purchaser of all demands, notices or other papers with respect to enforcement of this contract, or of any other suit, may be made by United States Mail, postage pre-paid, return receipt requested, directed to the address of the purchaser as shown to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, or to enforce any condition or agreement hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and disbursements, 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, judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and disbursements, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument of conveyance in duplicate.

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TRANSACTIONS

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STATE OF WASHINGTON

County of Clark

On this day personally appeared before me, Ralph V. Andersen and Dona L. Anderson, to me known to be the individual as described in and who executed the within a, and acknowledged that they executed 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

day of July 1977

Ralph V. Andersen
Notary Public in and for the State of Washington
My Comm. Expires July 1979



PIONEER NATIONAL
TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

RECEIVED	FILED
IN DEPT. OF	RECORDS
CLERK	CLERK
RECORDED	RECORDED
INDEXED	INDEXED
MAILED	MAILED

STATE OF WASHINGTON	CLERK OF SUPERIOR COURT
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
OF	
AT	
WAS RECORDED IN BOOK	
OF	
RECORDS OF CLATSOP COUNTY, WASH.	
CORRIGENDUM	

