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REAL ESTATE CONTRACT

SK-10198

THIS CONTRACT, made and entered into this 15. day of Mar. 1977

between LEONA M. DANIELSON, a single woman

bershafter called the "seller," and DENNIS D. KWAPICH & VIRGINIA M. KWAPICH, husband & wife

hereluafter called the "purchaser,"

WITNESSETH: That the sellar agrees to sell to the purchoser and the purchases agrees to purchase from the seller the following described; real estate, with the appointenances, in SKAMANIA County, State of Washington: Reginning at the Northeast corner of the Northeast & of the Southeast & of Section 20, Township 2 North, Range 5 East of the W. M.; thence North 88° 55'38' West along the North Line of said Northeast & 685.37 feet to the True Point of Reginning; thence South 00 22 58" East 525.14 feet to the centerline of County Road No. 11090 design nated as the Burns Road; thence Northeasterly along the centerline of said Burns. Road to the North Line of said Northeast X; thence North 88°35'38" West along said North line 418.61 feet to the True Point of Beginning. MACEPT the West 60 feet of the above described property.

The terms and cordiller ... a contract are as follows: The purchase price is Five thousand and mo/100

(Sec. 202 20) Dollars, of which -----(\$5,000,00 1 Dollars have One thousand and no/100---been puld, the receipt whereot is acress assured to the common one hundred and no/100-) Dollars. ---- (\$ 100.00) 15th April , 19.77 and One hundred and no/100----(\$ 1,00.00) Dollars. day of each succeeding calendar roomb until the balance of said or more at purchaser's option, on or before the purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price 81/2 per cent per annum from the 15th. day of March 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 hyreunder shall be made at P. O. Box 4283, Vancouver, Washington 98662 or at such other place as the seller may direct in writing,

> No. 4570 TRANSACTION EXCISE 141 MAK 2 51777 Skymonis County diga gran

As referred to in this contract, "date of closing" shall be March 15 1977.

(1) The purchaser assumes and agrees to pay belore delinquency all taxes and assessments that may as between granter and hereafter begoing a three on, said real eighter and if by the terms of this contract the purchaser his assumed payment of any mortigo s, contract or other entimbrance, 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 zame before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said teal estate insured to the actual cash value thereof against loss or changes by both fire and whichtorm in a company acceptable to the seller and for the celler' benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

the selier.

(3) The purchaser agrees that full inspection of suld real estate has been inice and that neither the seller nor bis assigns shall be held to any covanant respecting the condition of any improvements thereon nor shall the purchaser aller or the assigns of either be held to any covenant or agreement for alterations, improvements or regains unless the covenant or an interest of this contract.

in viriling and attached to out made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvement thereon, and of the taking of said real estate or may part thereof for public user and agrees the constitute a failure of consideration. In case any part of said real estate is taken for public the remaining after payment of reasonable expenses of procuring the same shall be paid to the a spitial applied as approach or the purchaser price herein unless the seller elects to allow the purchaser to apply all on a portfun of such configuration of any improvements defining to such taking. In case of damage or destruction from a peril insured against, the precess of such improvements within a reasonable expense of procuring the same shall be devoted to the restration 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 saller has delivened; or agreed to deliver within 15 days of the date of closing, a purchaser's policy of this insurance in standard, form, or a commitment distribution, issued by. Poster National Drus leadance, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's tille to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;
b. Liens of encumbrances which up 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 nurclissing said real estate, and any mortgage or other obligation, which soller by this contract agrees to poy, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If sether's title to said real entate is subject to an existing contract or constructs under which solve is purchasing said real estate, any neutrage or other obligation, which where is to pay, saider agreed to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the deplication of the payments are shall have the eight any payments necessary to remove the default, and may payments as made shall be applied to the payments next falling due the color upder 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 Billiant deed to said real estate, excepting any part thereof hereafter taken for public use, free of encurabrances, except any that may attach after date of closing through any person other than the seller, and subject to the following: Novice

(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 unprovements 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 constitution charges for water, sewer, electricity, surbage or other utility services furnished to said real estate after the date purchaser is entitled to passession.

(9) In case the purchaser fails to make any payment herein proved by to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, toucher was interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on solver's demand, wi without prejudice to any other right the seller might have by reason of such default.

might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in each the purchaser shall fail to comply with or perform environment of the same and in the manner herein required, the saller may cleek to declare all the purchaser's rights herein/ret termin of and upon his doing so all parameter made by the purchaser hereinder and all improvements placed upon the real scate shall be and to the seller as bounded dimance, and the celler shall have right to re-enter and take possession of the real estate; and no where is the seller of any derivation of the purchaser's rights may be construed as a walver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with no perton for and termination of purchaser's rights may be made by United States Mall, postage pre-paid, return receipt requested, to the to the purchaser in the notices had known to the coller (11) Upon seller's election to thing suit to enforce any covenant of the contract another, and to reduce the purchaser agrees to pay a reasonable sum as attorney's two and all acts and expenses in connection with such suit, when 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 procure's rights here ander, and judgment is an

If the seller shall bring suit to procure an adjudication of the termination of the particles of nights berearder, and judiencial is so entered, the purchaser agrees to pay a reasonable sum as attorney's few on all costs and expenses in commenced, which suit and also the reasonable cost of searching records to determine the condition of the data and, and 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 interment as of the date first written above
The state of the s
and the second of the second
And the state of t
STATE OF WASHINGTON,
County of Clark
On this day personally appeared before me Leona M. Danielson
to me known to be the hidividual described in and who executed the within and to egoing instrument, and administrated that "
she signed the came as her free and voluntary act and deed, for the use and spurposes the mentioned.
GIVEN under my hand and official seal this 25 day of Max. 1977
Stary Public in and for the State of Washington.
residing at Managuver, Mashington
SKAL ^A
Markette s
7(0) 6 8 L953 COP



ATICOR COMPANY

Ifiled for Record at Request of

HETER RECORDING MAIL TO:

HIDLISKY REALTY 12312 N. E. 76th St.

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