

SK-10196

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 21 day of March, 1977, between LOUISE SCHULZE, who acquired title as Louise Sykes, as her separate estate, and B. E. SCHULZE, her husband, hereinafter called the "Sellers", and DAVID S. LANDRY and DEBORAH B. LANDRY, husband and wife, hereinafter called the "Purchasers",

W I T N E S S E T H

That the Sellers agree to sell to the Purchasers and the Purchasers agree to purchase from the Sellers the following described real estate, with the appurtenances, in Skamania County, State of Washington, to-wit:

The East Half of the East Half of the Southwest Quarter of the Northeast Quarter and the West 15 acres of the Southeast Quarter of the Northeast Quarter, all in Section Four (4), Township One (1) North, Range Five (5), East of the Willamette Meridian.

SUBJECT TO an easement and right of way for an electric power transmission line granted to the Northwestern Electric Company by deed dated November 5, 1930, and recorded February 20, 1931, in Book "W" of Deeds, at page 576, records of Skamania County, Washington.

ALSO SUBJECT TO an easement as granted to Public Utility District No. 1 of Skamania County, Washington, a municipal corporation, by instrument dated July 9, 1970, recorded August 14, 1970, in Book 61 of deeds under Auditor's File No. 72431.

It is specifically agreed by the parties hereto that Sellers will pay the 1977 real property taxes, but as to all subsequent taxes, they shall be paid by the Purchasers as hereinafter provided.

The terms and conditions of this contract are as follows: The purchase price is Fifty Thousand and no/100 (\$50,000.00) Dollars of which Five Thousand and no/100 (\$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:

The balance of Forty-five Thousand and no/100 (\$45,000.00) Dollars with interest at nine (9%) per cent beginning on the 1st day of June, 1977, payable as follows:

The sum of Three Hundred Seventy-seven and 64/100 (\$377.64) Dollars, including interest, on the 10th day of July, 1977, and a like sum of Three Hundred Seventy-seven and 64/100 (\$377.64) Dollars, including interest, on the 10th day of each month thereafter until the balance of principal and interest has been paid in full. Out of the payments made each month, first shall be deducted interest, and the balance applied to principal. No additional payments of any kind or character, other than the monthly payments hereinabove provided, shall be

paid for a period of ten years from the date of execution of this contract and after ten years from the date of execution of this contract larger or additional payments may be made by Purchasers and the balance paid in full at any time.

The Purchasers shall be entitled to possession of said premises as of the 1st day of June, 1977, and the fire insurance shall be pro-rated as of the same date.

It is specifically agreed between the parties hereto that this agreement shall not be assigned nor any agreement entered for the sale or conveyance of said property or any portion thereof without the written consent of Sellers.

The Purchasers assume and agree to pay before delinquency all taxes and assessments that may as between Sellers and Purchasers hereafter become a lien on said real estate, and if by the terms of this contract the Purchasers have assumed payment of any mortgage contract or other encumbrance, or have assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the Purchasers agree to pay the same before delinquency.

The Purchasers agree, 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 windstorm in a company acceptable to the Sellers and for the Sellers' benefit, as their interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the Sellers.

The Purchasers agree that full inspection of said real estate has been made and that neither the Seller nor their assigns shall be held to any covenant respecting the construction of any improvements thereon nor shall the Purchasers or Seller or the assigns 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.

The Purchasers assume all hazards 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 or any part thereof for public use; and agree 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 Sellers and applied as payment on the purchase price herein unless the Sellers elect to allow the Purchasers 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 Purchasers elect that said proceeds shall be paid to the Sellers for application on the purchase price herein.

The Sellers have delivered or agree to deliver within thirty (30) days of closing, a purchasers' policy of title insurance in standard form, or a commitment therefor, insuring the Purchasers to the full amount of said purchase price against loss or damage by reason of defect in Sellers' title 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 or encumbrances which by the terms of this contract the Purchasers are to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which Sellers are purchasing said real estate, and any mortgage or other obligation, which Sellers are purchasing said real estate, and any mortgage or other obligation, which Sellers by this contract agree to pay, none of which is the purpose of this paragraph shall be deemed defects in Sellers' title.

If Sellers' title to said real estate is subject to an existing contract or contracts under which Sellers are purchasing said real estate, or any mortgage or other obligation, which Sellers are to pay, Sellers agree to make such payments in accordance with the terms thereof, and upon default, the Purchasers 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 Sellers under this contract.

The Sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Purchasers 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 Sellers, and subject to the following easements and restrictions of record.

Unless a different date is provided for herein, the Purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as Purchasers are not in default hereunder. The Purchasers covenant 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 Purchasers covenant to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date Purchasers are entitled to possession.

In case the Purchasers fail to make any payment herein provided or to maintain insurance as herein required, the Sellers may make such payment or effect such insurance, and any amounts so paid by the Sellers, together with interest at the rate of ten (10%) per cent per annum thereon from date of payment until repaid, shall be repayable by Purchasers on Sellers' demand, all without prejudice to any other right the Sellers might have by reason of such default.

Time is of the essence of this contract, and it is agreed that in case the Purchasers 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 Sellers may elect to declare all the Purchasers' rights hereunder terminated and upon their doing so, all payments made by the Purchasers hereunder and all improvements placed upon the real estate shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have right to re-enter and take possession of the real estate; and no waiver by the Sellers of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default, or

The Sellers may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Purchasers. It being stipulated that the covenant to pay intermediate installments are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the Sellers of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

It is agreed between the parties hereto that service of all demands or notices with respect to this contract are to be made by certified mail with return receipt requested, directed to the Sellers or the Purchasers at their last known address. The time specified in any notice shall commence to run from the date of the postmark. Failure to pick up certified mail shall not be deemed lack of notice.

In the event that the Purchasers shall fail to make payments as provided herein and the Sellers shall be required to employ the services of an attorney for preparation and service of notices, demands or correspondence in connection with said delinquency, that the Purchasers shall pay to Sellers the reasonable expense incurred by Sellers in employing the services of said attorney. It is further agreed that in any suit or action to enforce any covenant of this contract or collect any installment payment or any charge arising therefrom, or any litigation concerning the provisions of this contract, that the Purchasers agree to pay a reasonable sum as attorney's fees, all costs and expenses of searching records, obtaining title reports and costs of notary, which sums shall be included in any judgment or decree entered in any suit or judgment by the court.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

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David S. Landry

Deborah R. Landry

Purchasers

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me B. E. SCHULZE and LOUISE SCHULZE, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed 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 26 day of March, 1977.



Notary Public in and for the State of Washington, residing at Vancouver.



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