

83828

REAL ESTATE CONTRACT OF SALE

3-10-15-1700
SK-15216

THIS AGREEMENT, made and entered into this 21st day of March, 1977, by and between PHYLLIS J. EVERETT, a single person, as her sole and separate estate, surviving spouse of EDWIN R. EVERETT, and also appearing of record as PHYLLIS J. ENGLISH, hereinafter referred to as SELLER, and MARTHA E. LEHMANN, a single person, hereinafter referred to as PURCHASER,

W I T N E S S E T H:

The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase of the Seller, the following described real estate, situated in Skamania County, State of Washington, to-wit:

Commencing at the Southeast corner of Section 15, Township 3 North, Range 10, EWM; running thence South 89°50' West a distance of 261 feet; thence North 0°18' West a distance of 418 feet; thence North 89°50' East a distance of 111 feet; thence North 0°18' West to a point on the Northerly right of way line of the Cook-Underwood road; and the true point of beginning of this description; continuing thence North 0°18' West to a point which is 150 feet from the East 1/16 corner of the Southeast Quarter of said Section 15 as measured on a line bearing South 89°49' West from said 1/16 corner; thence continuing South 89°49' West a distance of 1,159.49 feet to the center line of Orchard Lane Road; thence South 0°24' West along the center line of said Orchard Lane Road a distance of 440.30 feet to the Northwest corner of that tract of land conveyed to Wilbur Marsh et ux., by Deed recorded in Book 56, at page 409, Deed records of Skamania County, Washington; thence North 89°43' East along the North line of said Marsh Tract a distance of 698.78 feet to the Northeast corner of said Marsh Tract; thence South 0°18' East a distance of 536.28 feet to the Northerly right of way line of said Cook-Underwood Road; thence Northeasterly along the Northerly right of way line of said Cook-Underwood Road to the point of beginning; ALL being East of the Willamette Meridian in Skamania County, Washington.

No. 4612
TRANSACTION EXCISE TAX

APR 5 1977
Amount Paid \$246.15

Skamania County Treasurer
By *[Signature]*

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of TWENTY-FOUR THOUSAND SIX HUNDRED FIFTEEN AND NO/100 DOLLARS (\$24,615.00) of which the

sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) shall be paid down, receipt of which is hereby acknowledged, and the balance of TWENTY-ONE THOUSAND ONE HUNDRED FIFTEEN AND NO/100 DOLLARS (\$21,115.00) shall be payable at the rate of the precomputed and preamortized monthly payment of \$201.72 per month, which has been precomputed and preamortized for a fifteen (15) year period at the rate of eight percent (8%) per annum on the unpaid, deferred monthly balances, the first payment to commence on the 10th day of April, 1977, and on the 10th day of each and every month thereafter until the entire balance of principal and interest shall have been paid in full.

Purchaser shall be entitled to immediate possession of the premises upon execution hereof.

Purchaser herein agrees to pay all real estate taxes, commencing with the past due year of 1976, and herein agrees to retire all taxes thereafter and commencing with the year January 1, 1976, and Purchaser herein shall thereafter pay before delinquency all future taxes and assessments that as may between Purchaser and Seller hereafter become a lien on said premises.

Seller agrees on full payment of said purchase price in the manner hereinbefore specified, she will deliver to the Purchaser a good and sufficient warranty deed of said described premises.

Seller herein agrees to provide Purchaser with a policy of title insurance in an amount not less than \$24,615.00.

Purchaser herein is granted the right to accelerate any payments of the principal or interest hereunder, without penalty.

The parties hereto understand and agree that any improvements made unto said premises by the Purchaser shall become the property of the Seller in the event of default by Purchaser; and any improvements made by Purchaser shall constitute fixtures and shall not be removed in event of default.

This contract shall not be assignable by the Purchaser without the consent of the Seller in writing and attached hereto.

The Purchaser shall assume all hazards or damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

Time is of the essence of this contract. In case the Purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall become due as hereinbefore provided, or promptly to perform any covenant or agreement aforesaid, the Seller may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the Purchaser hereunder shall be retained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be sent by registered mail at the following address, to-wit:

White Salmon, WA 98672

or at such other address as the Purchaser will indicate to the Seller in writing.

The Purchaser agrees that full inspection of the described premises has been made and that neither the Seller or assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the covenant to be relied upon be in writing and attached to and made a part of this contract as hereinbefore provided.

In case the Purchaser shall fail to make any payment hereinbefore provided by the Purchaser to be made, the Seller may make such payment and any amount so paid by the Seller, together with

interest thereon from the date of payment until repaid by the Purchaser, at the rate of eight percent (8%) per annum, on demand, without prejudice to any other right the Seller might have by reason of such default.

In the event that action or suit be brought in the contract by the Seller against the Purchaser to enforce any covenant herein for the payment of installments or otherwise, the Purchaser herein agrees to stand all costs of court and such fees as the Court may adjudge as reasonable attorney's fees herein.

The parties hereto agree to execute and record herewith appropriate escrow instructions with the Rainier National Bank, White Salmon Branch, for the purpose of collection and disbursements and escrow of the balance of the payments hereinabove specified to be made to the Seller, each party hereto to be responsible for and pay one-half of said Rainier National Bank's acceptance fee and first annual fee at the time of execution of said escrow instructions.

This indenture shall be binding on the heirs, assigns, successors and personal representatives of the parties hereto as if they were made a party hereof.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals the day and year first above written.

Phyllis J. Everett PLA
 PHYLLIS J. EVERETT, Seller
Martha E. Lehmann
 MARTHA E. LEHMANN, Purchaser



STATE OF WASHINGTON)
County of Klickitat) ss.

On this day personally appeared before me PHYLLIS J. EVERETT, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27 day of
March, 1977

Notary Public for State of Washington,
residing at White Salmon.

STATE OF WASHINGTON) ss.
County of Klickitat)

On this day personally appeared before me MARTHA E. LEHMANN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of
March, 1977.

Notary Public for State of Washington,
residing at White Salmon.