

84267

## REAL ESTATE CONTRACT

BOOK 12 PAGE 869



SAFECO

5/15/06

3-9-15-600

THIS CONTRACT, made and entered into this

20th

day of June, 1977

Between RICHARD L. &amp; CATHLEEN M. STYRWOLD, HUSBAND AND WIFE

Hereinafter called the "seller," and JAMES M. HENDRYX, A SINGLE MAN

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 \_\_\_\_\_ County, State of Washington:

See Schedule "A"



The terms and conditions of this contract are as follows: The purchase price is eleven thousand five hundred dollars \$11,500.00 Dollars, of which two thousand eight hundred seventy-five dollars (\$2875.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

A balance of \$300.00 or more per month, beginning July 20th, 1977, with a like amount on the 20th day of each succeeding month. Balance to be fully paid within one year of date of closing. This contract shall bear interest in the rate of 8 1/2 percent per annum, from date of closing.

No timber is to be cut without prior permission of sellers.

4815  
No. \_\_\_\_\_  
TRANSACTION EXCISE TAX

JUN 20 1977  
Amount Paid 11500.00

Skamania County Treasurer

By \_\_\_\_\_

All payments to be made hereunder shall be made at \_\_\_\_\_ or at such other place as the seller may direct in writing. The sellers residence

As referred to in this contract, "date of closing" shall be June 20th, 1977

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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, deed of trust, 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 windstorm in a company acceptable to the seller and for the seller's benefit, or 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 assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement in question is contained herein or is in writing, and attached to and made a part of this contract.

(4) The purchaser assumes 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 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 in 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 SAFECO 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:

- (a) Printed general exceptions appearing in said policy form;
- (b) Easements 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, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage, deed of trust 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 payments then falling due the seller under the 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 fullfillment deed 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 seller, and subject to the following:

~~or those~~  
~~are to be~~ visually apparent.

Easements and encumbrances 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 construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after 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 on 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 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 seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, 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 forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, 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, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit 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 instrument as of the date first written above.

Richard L. Styrwold (SEAL)

Cathleen M. Styrwold (SEAL)

X James M. Hendry X (SEAL)

STATE OF WASHINGTON,

County of \_\_\_\_\_

On this day personally appeared before me RICHARD L. & CATHLEEN M. STYRWOLD, husband & wife

to me known to be the individual(s) 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.

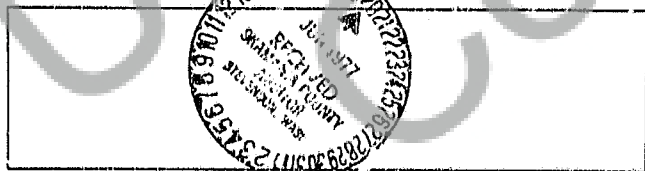
GIVEN under my hand and official seal this

day of June, 1977.

James M. Hendry  
Notary Public in and for the State of Washington

residing at White Salmon

WHEN RECORDED, RETURN TO



B42317



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

REGISTERED
INDEXED: <u>NR</u>
INDIRECT:
RECORDED:
COMPARED
MAILED

NAME

ADDRESS

CITY AND STATE

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Mr. C. Little Co</u>	
OF <u>White Salmon, WA</u>	
AT <u>6:45 a.m.</u> <u>6-20-77</u>	
WAS RECORDED IN BOOK <u>72</u>	
OF <u>162</u> AT PAGE <u>868</u>	
RECORDS OF WASHINGTON COUNTY, WASH.	
<u>1977</u>	
COUNTY AUDITOR	
<u>E. J. [Signature]</u>	
REMARK	



## SCHEDULE A

The following described real property, located in Skamania County, State of Washington, to-wit:

A tract of land located in the northeast quarter of the southeast quarter of the northeast quarter of Section 15, Township 3 North, Range 9 East, W.M., described as follows:

That portion of Lot 1, Block 16, Manzanola Orchard Tracts, according to the official plat thereof on file and of record in the office of county auditor of Skamania County, Washington, which lies easterly of the county road known and designated as the Jessup Road.

EXCEPT that portion thereof described as follows:

Beginning at the northeast corner of said Lot 1; thence west 470.5 feet; thence south 182 feet; thence east 470.5 feet; thence north 182 feet to the point of beginning.

ALSO EXCEPT that portion of Lot 1 of Block 16 of Manzanola Orchard Tracts, according to the official plat thereof on file and of record at page 37, Book 2 of Plats, records of Skamania County, Washington, as follows:

Beginning at the northeast corner of said Lot 1; thence south 322 feet along the east line of said Lot 1 to the initial point of the tract hereby described; thence west 225 feet; thence south 320 feet, more or less, to the south line of said Lot 1; thence east 225 feet to the northeast corner of said Lot 1; thence north 320 feet, more or less, to the initial point of beginning.



THIS CONTRACT, made and entered into this

day of June, 1977

between RICHARD L. & CATHLEEN M. STYRGOLD, HUSBAND AND WIFE

hereinafter called the "seller," and JAMES M. HENDRIX, A SINGLE MAN

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 \_\_\_\_\_ County, State of Washington:

See Schedule "A"



The terms and conditions of this contract are as follows: The purchase price is eleven thousand five hundred dollars

two thousand eight hundred seventy-five dollars \$11,500.00 Dollars, of which \$2875.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

A balance of \$300.00 or more per month, beginning July 21<sup>st</sup>, 1977, with a like amount on the 10<sup>th</sup> day of each succeeding month.

Balance to be fully paid within one year of date of closing. This contract shall bear interest in the rate of 8 1/2 percent per annum, from date of closing.

No timber is to be cut without prior permission of sellers.

No. 4815  
TRANSACTION EXCISE TAX

JUN 20 1977

Amount Paid 11,500.00

Skagit County Treasurer

By \_\_\_\_\_

All payments to be made hereunder shall be made at \_\_\_\_\_ or such other place as the seller may direct in writing. The seller's residence

As referred to in this contract, "date of closing" shall be June 10<sup>th</sup>, 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, deed of trust, 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 windstorm 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 agent shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or his agent 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 assumes 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 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 expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless the 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 SAFECO 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 in 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 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 obligations, which seller by this contract agrees to pay, issue of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage, deed of trust 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 payments next falling 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 fullfillment deed owed 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 seller, and subject to the following:

~~or those~~  
~~are to be~~ visually apparent.

### Easements and encumbrances 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 construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after 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 thyeon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

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If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit 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 instrument as of the date first written above.

STATE OF WASHINGTON,  
County of Spokane

On this 19th day personally appeared before me RICHARD L. & CATHLEEN M. STYRWOLD, husband & wife to me known to be the individual(s) 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.

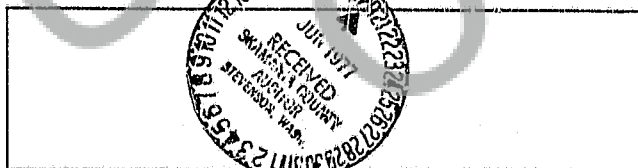
GIVEN under my hand and official seal this

20th day of June, 1977

Notary Public in and for the State of Washington

residing at White Salmon

WHEN RECORDED, RETURN TO



84267



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

REGISTERED	6
INDEXED, DIR.	0
INDIRECT	
RECORDED	
COMPARSED	
MAILED	

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE  
COUNTY OF Spokane

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Mr. R. Little Co

OF Spokane, Idaho

AT 8:45 A.M. 6-20-77

WAS RECORDED IN BOOK 72

OF Page 862

RECORDS OF Spokane County, Wash

SP11

COUNTY CLERK

EX-722-100-1



## SCHEDULE A

The following described real property, located in Skamania County, State of Washington, to-wit:

A tract of land located in the northeast quarter of the southwest quarter of the northeast quarter of Section 15, Township 3 North, Range 9 east, W.M., described as follows:

That portion of Lot 1, Block 16, Manzanola Orchard Tracts, according to the official plat thereof on file and of record in the office of county auditor of Skamania County, Washington, which lies easterly of the county road known and designated as the Jessup Road.

EXCEPT that portion thereof described as follows:

Beginning at the northeast corner of said Lot 1; thence east 478.5 feet; thence south 182 feet; thence east 478.5 feet; thence north 182 feet to the point of beginning.

ALSO EXCEPT that portion of Lot 1 of Block 16 of Manzanola Orchard Tracts, according to the official plat thereof on file and of record at page 37, Book 4 of Plats, records of Skamania County, Washington, as follows:

Beginning at the northeast corner of said Lot 1; thence south 332 feet along the east line of said Lot 1 to the initial point of the tract hereby described; thence west 225 feet; thence south 328 feet, more or less, to the south line of said Lot 1; thence east 225 feet to the southeast corner of said Lot 1; thence north 328 feet, more or less, to the initial point of beginning.