

B1901

REAL ESTATE CONTRACT

SAFECO
TITLE INSURANCE

THIS CONTRACT, made and entered into this 21st day of JUNE 1977,
 between JACQUELINE N. EDGEWELL, AS HER SEPERATE ESTATE,

hereinafter called the "seller," and MICHAEL J. KUKKOLA & MELANIE K. KUKKOLA, HIS WIFE; &
 DENNIS E. KUKKOLA & KATIE KUKKOLA, HIS WIFE; & JANICE M. KUKKOLA, A SINGLE
 WOMAN

hereinafter called the "purchaser,"
 WITHINSETH: 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:

PARCEL A. THE EAST HALF OF

LOT 7 OF BLOCK TWO OF LANGE'S HOMESTEAD, ACCORDING TO THE OFFICIAL PLAT
 THEREOF ON FILE AND OF RECORD IN BOOK A OF PLATS AT PAGE 101, IN THE OFFICE
 OF THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON.

PARCEL B:

LOT 31, SHIRT LAKE VIEW LOTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
 FILE AND OF RECORD IN BOOK A OF PLATS AT PAGE 105, IN THE OFFICE OF THE
 AUDITOR OF SKAMANIA COUNTY, WASHINGTON.

The terms and conditions of this contract are as follows: The purchase price is NINETEEN THOUSAND FIVE
 HUNDRED AND NO/100----- \$19,500.00 Dollars, of which
 ONE THOUSAND FIVE HUNDRED AND NO/100----- (\$1,500.00) Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
 TWO HUNDRED AND NO/100----- (\$200.00), PER MONTH BEING THIRTY DAYS
 AFTER CLOSING AND RUNNING THRU THE DECEMBER 1977 PAYMENT; THEREAFTER
 THE PAYMENTS SHALL BE THREE HUNDRED AND NO/100----- (\$300.00), UNTIL
 CONTRACT IS PAID IN FULL. CONTRACT CANNOT BE PAID IN A LUMP SUM DURING
 THE LIFE OF SAID CONTRACT, UNLESS WRITTEN APPROVAL IS OBTAINED FROM
 SELLER HEREIN. INTEREST ON THE UNPAID PRINCIPAL BALANCE TO BE AT THE
 RATE OF EIGHT PER CENT PER ANNUM.

IT IS HEREBY AGREED THAT THIS CONTRACT CANNOT BE SOLD OR ASSIGNED
 WITHOUT THE WRITTEN CONSENT OF THE SELLER HEREIN.



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

As referred to in this contract, "date of closing" shall be JUNE 22, 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, covenants or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now or 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 assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or his assigns 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 if 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 10 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. Liens or encumbrances which by the terms of this contract the purchaser is to assume, in so far 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, unto of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

No. 4826
 TRANSACTION EXCISE TAX

JUN 22 1977
 Amount Paid \$195.00

Skamania County Treasurer
 By Deputy Clerk [Signature]

- (6) If seller's title to said real estate is subject to an existing conveyance or contract by which seller is encumbered and in accordance with the terms thereof, and upon default, the purchaser shall have the right to make such payment as to meet the default, and any payments so made shall be applied to the payment next falling due the seller under this instrument.
- (7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to quitclaim and deliver to purchaser a statutory warranty **FULLY FURNISHED** deed to said real estate, excepting any rights other than the seller, and subject to the following:

RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate at 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 otherwise than by purchaser's tenant.

(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 herein 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 my 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 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 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.

JACQUELINE N. EDGELL (SEAL)

MICHAEL J. KUKKOLA MELANIE K. KUKKOLA
DENNIS E. KUKKOLA KATIE KUKKOLA
JANICE M. KUKKOLA (SEAL)

STATE OF WASHINGTON,
County of COWLITZ ss.

On this day personally appeared before me
JACQUELINE N. EDGELL
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 9th day of JUNE 1977

WHEN RECORDED, RETURN TO

Nancy Publican and for the State of Washington
residing at LONGVIEW



84291

SAFECO

SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filled for Record at Request of

Mail

NAME Michael Kukkola

ADDRESS 3621 1/2 Franklin Ave. Pt. 632

CITY AND STATE Longview, WA 98532

REGISTERED
INDEXED: DIN
SEARCHED
RECORDED
COMPARED
FILED

I HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT OF WRITING, FILED BY <i>Michael Kukkola</i> ON JUNE 9, 1977 AT 12:15 P.M. JUN 9 1977 WAS RECEIVED IN MY DEEDS AT PAGE 821 RECORDS OF COWLITZ COUNTY, WASH. <i>Michael Kukkola</i> COUNTY AUDITOR	
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