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BOOK 72 PAGE 280

THIS DOCUMENT WAS FURNISHED
THROUGH THE COURTESY OF
PIONEER NATIONAL
TITLE INSURANCE

REAL ESTATE CONTRACT

695-4495

Sk-10408

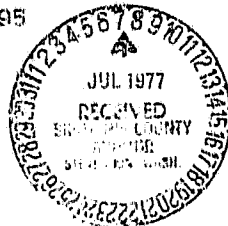
THIS CONTRACT, made and entered into this 27th day of June, 1977

Between CODY LOVELESS, a single man

hereinafter called the "seller," and FREDERICK D. MORGAN, 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 Skamania County, State of Washington:



The terms and conditions of this contract are as follows: The purchase price is SIXTEEN THOUSAND FIVE HUNDRED AND NO/100- - - - - \$16,500.00 Dollars, of which
FOUR THOUSAND FIVE HUNDRED AND NO/100- - - - - \$4,500.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
ONE HUNDRED FORTY AND NO/100- - - - - \$140.00 Dollars,
or more at purchaser's option, on or before the 1st day of August, 1977,
and ONE HUNDRED FORTY AND NO/100- - - - - \$140.00 Dollars,
or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price
at the rate of 8.5 per cent per annum from the 1st day of July, 1977,
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 hereunder shall be made at Pioneer National Title Insurance Company, 10000 1st Avenue, Seattle, Washington 98148
or at such other place as the seller may direct in writing Columbia Gorge Bank, Stevenson, Wash.

IT IS FURTHER UNDERSTOOD AND AGREED:

1. The subject property is unimproved ~~an~~ acreage.
2. Purchaser shall not pay more than 29% of the total purchase price during the year 1977.
3. The balance due and interest thereon shall be paid in full on or before 3 years, or by June 27, 1980.
4. No timber is to be cut during the life of this real estate contract.
5. Seller agrees to point out boundary markers of the above described property.

As recited in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against grantor and grantee hereunder between and after said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, 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 wind-burn 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 agents shall be held to any covenant respecting the condition of any improvement thereon nor shall the purchaser or seller or the agents 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 hazard of damage to or destruction of any improvement 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 in such damage, destruction or taking shall constitute a failure of our obligation. 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 hereon unless the seller elects to allow the purchaser to apply all or a portion of said condemnation award to the rebuilding or replacement 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 hereon.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchasers policy on title insurance in standard form, or a commitment therefor, issued by a title insurance company licensed to do business in the State of Washington, 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, 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 covenants 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.

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchaser said real estate, or any mortgage 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 to 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 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:

(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 as long as purchaser is not in default hereunder. The purchaser covenants to keep the building 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, gas and 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 for to maintain insurance as herein provided, the seller may make such payment or effect such insurance, and any amounts so paid for the seller, together with interest at the rate of six percent per annum from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights the seller might have by reason of such default.

(10) There is of the nature of a lease agreement, and it is agreed that in case the purchaser fails to make any payment herein provided for, the seller may enter in and exercise all the purchaser's rights hereunder transferred, and upon the expiration of the term of the lease, the purchaser and all successors-in-interest shall have the right to occupy the real estate until the date of the expiration of the term of the lease, and the seller shall have right to enter and take possession of the real estate, and on failure by the purchaser to make any payment herein provided for, the seller shall be entitled to a warrant of eviction and delivery of the real estate.

Notwithstanding the foregoing, the seller agrees to execute and deliver to the purchaser a deed to said real estate, and the purchaser shall be entitled to possession of said real estate on the date of closing, and the seller shall be entitled to a warrant of eviction and delivery of the real estate.

(11) Upon default of payment or failure to make any payment herein provided for, the seller may enter in and exercise all the purchaser's rights hereunder transferred, and upon the expiration of the term of the lease, the purchaser and all successors-in-interest shall have the right to occupy the real estate until the date of the expiration of the term of the lease, and the seller shall have right to enter and take possession of the real estate, and on failure by the purchaser to make any payment herein provided for, the seller shall be entitled to a warrant of eviction and delivery of the real estate.

If the wife shall hereinafter be a party to this deed, she shall be deemed to have agreed to execute and deliver to the purchaser a deed to said real estate, and the purchaser shall be entitled to possession of said real estate on the date of closing, and the seller shall be entitled to a warrant of eviction and delivery of the real estate.

IN WITNESS WHEREOF, the parties hereto have signed this instrument at the date first written above.

Cody Loveless
Cody Loveless

Frederick D. Morgan
Frederick D. Morgan

STATE OF WASHINGTON

Clerk of Court

On this day personally appeared before me

CODY LOVELESS

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, in the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

June, 1977

No. 18725

TRANSACTION EXCISE TAX

Lore A. Singleton
Notary Public in and for the State of Washington

residing at Vancouver

Amount Paid

By *Isabella County Treasurer*
Isabella County Treasurer



PIONEER NATIONAL
TITLE INSURANCE

A TITELINK COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

COPIES OF THIS INSTRUMENT ARE RECORDED BY
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Isabella County Treasurer
AT 2:45 PM JULY 7, 1977
WAS RECORDED IN BOOK 72
PAGE 981

REGISTRATION 37

The terms and conditions of this contract are as follows: The purchase price is SIXTEEN THOUSAND FIVE HUNDRED AND NO/100- - - - - (\$ 16,500.00) Dollars, of which FOUR THOUSAND FIVE HUNDRED AND NO/100- - - - - (\$ 4,500.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: ONE HUNDRED FORTY AND NO/100- - - - - (\$ 140.00) Dollars,

or more at purchaser's option, on or before the 1st day of August, 1977, and ONE HUNDRED FORTY AND NO/100- - - - - (\$ 140.00) Dollars,

or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 8.5 per cent per annum from the 1st day of July, 1977,

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 hereunder shall be made at

or at such other place as the seller may direct in writing. Columbia George Bank, Stevenson, Wash.

IT IS FURTHER UNDERSTOOD AND AGREED:

1. The subject property is unimproved acreage.
2. Purchaser shall not pay more than 29% of the total purchase price during the year 1977.
3. The balance due and interest thereon shall be paid in full on or before 3 years, or by June 27, 1980.
4. No timber is to be cut during the life of this real estate contract.
5. Seller agrees to point out boundary markers of the above described property.

As referred to in this contract, "date of closing" shall be

(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, 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 assigns shall be held to any covenant respecting the condition of any improvement 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 relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) 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, 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.

(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 a 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, 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.

SK 10405
R-101841 JB

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON. TO-WIT:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 8 E.W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 100 PONS EAST OF THE QUARTER CORNER ON THE WEST LINE OF THE SAID SECTION 17, THENCE SOUTH 264 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE EAST 330 FEET; THENCE SOUTH 396 FEET; THENCE WEST 330 FEET; THENCE NORTH 396 FEET TO THE INITIAL POINT.
TOGETHER WITH AN EASEMENT AND RIGHT OF WAY 12 FEET IN WIDTH AND SOUTH A DISTANCE OF 276 FEET ALONG THE WEST LINE OF THE FOLLOWING DESCRIBED TRACT;
BEGINNING AT A POINT, 1980 FEET EAST OF THE QUARTER CORNER OF THE WEST LINE OF THE N 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 8 E.W.M., THENCE SOUTH 660 FEET TO THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 17, THENCE EAST ALONG THE SOUTH LINE 660 FEET TO THE QUARTER SECTION LINE, THENCE NORTH 660 FEET TO THE CENTER OF SAID SECTION THENCE WEST 660 FEET TO THE POINT OF BEGINNING.

(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 12% 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.

Cody Loveless (SEAL)
CODY LOVELESS

Frederick D. Morgan (SEAL)
Frederick D. Morgan (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me

CODY LOVELESS

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

No. 4875

TRANSACTION NUMBER

Lore A. Bergman
Notary Public in and for the State of Washington

residing at Vancouver

Amount Paid \$165

By *Shelburne County Treas.*
Shelburne County Treas.



PIONEER NATIONAL
TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

THIS SPACE RESERVED FOR RECORDING USE
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS FILED BY
Shelburne Co.
OF *Shelburne Co.*
AT 2:45 P.M. July 7, 1977
WAS RECORDED IN BOOK 22
OF *Deeds* AT 9:40
RECORDS OF SHELBY COUNTY, WASH.
E. J. Todd
COUNTY AUDITOR
E. J. Todd

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RECORDED	4
COMPLETED	
MAILED	