

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 1st day of July, 1977, between EDWARD A. PETTIGREW and LAVERA C. PETTIGREW, husband and wife, hereinafter called the "sellers", and KEVIN TOMS, a single man, hereinafter called the "purchaser",

WITNESSETH:

That the sellers agree to sell to the purchaser and the purchaser agrees to purchase from the sellers the following described real estate, with the appurtenances, in Skamania County, Washington, to-wit:

The South Half of the North Half of the Southeast Quarter of the Northeast Quarter (S 1/2, N 1/2, SE 1/4, --- 1/4) of Section 28, Township 2 North, Range 6 E., W.M.
SUBJECT to an easement for a road and for utilities over and across the West 30 feet.

The terms and conditions of this contract are as follows: The purchase price is NINE THOUSAND DOLLARS (\$9,000.00), of which NINE HUNDRED DOLLARS (\$900.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

SEVENTY-FIVE DOLLARS (\$75.00) or more at purchaser's option on or before the 15th day of July, 1977, and SEVENTY-FIVE DOLLARS (\$75.00) or more, at the purchaser's option on or before the 15th 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 eight and one-quarter percent (8 1/4%) 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. That the interest from the date of possession to July 15, 1977, shall be included in the first monthly payment due on July 15, 1977.

It is mutually agreed and understood that there is an existing real estate contract upon the above-described real property between Dean Vogt and Lois Vogt, husband and wife, sellers, and Richard A. Pettigrew and Lavera C. Pettigrew, husband and wife, purchasers, dated October 9, 1972, to secure the payment of \$5,200.00. That the sellers agree to first apply the proceeds from the monthly payments received under this contract to the monthly payments as they become due and owing under the existing real estate contract. That upon full and complete payment of the existing real estate contract and interest the sellers will provide proof of satisfaction of the real estate contract and Warranty Deed in fulfillment of the contract.

No. 4.92
TRANSACTION EXCISE TAX

JUL 12 1977

Amount Paid \$900.00

Skamania County Treasurer
By Richard A. Pettigrew

It is further agreed and understood that the above monthly payments of \$75.00 do not include the annual real estate taxes. That the purchaser covenants and agrees to assume and pay the real estate taxes as they become due and owing.

It is further agreed and understood that if the monthly payments are not received by the sellers on or before the 15th day of the month that a late charge will be assessed in the amount of 10% per annum until paid.

As referred to in this contract, "date of closing" shall be the 1st day of July, 1977.

All payments to be made hereunder shall be made at 1119 Montana Lane, Vancouver, Washington, or at such other place as the sellers may direct in writing.

(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 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 said real estate.

(3) 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 for application on the purchase price herein.

(4) The seller agrees to deliver within fifteen (15) days of the date the purchaser pays the balance of this contract in full an owner's policy of Title Insurance in standard form, or a commitment thereof, issued by Pioneer National Title Insurance Company insuring the purchaser 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 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.

(5) 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 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.

(6) 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:

Easements, covenants, conditions and restrictions of record.

(7) 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 not permit waste and not to use or permit the use of the real estate for any illegal purpose. That in the event the purchaser constructs or places any improvements upon the real property, 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.

(8) In case the purchaser fails to make any payment herein provided as herein required, the seller may make such payment 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.

(9) 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, 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.

(10) 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 sellers shall bring suit to procure an adjudication of the termination of the purchasers' rights hereunder, and judgment is so entered, the purchasers agree 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 of commencement of such suit, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties have signed and sealed this contract the day and year first above written.

Richard A. Pettigrew
RICHARD A. PETTIGREW, Seller

Lavera C. Pettigrew
LAVERA C. PETTIGREW, Seller

Devin D. Toms
DEVIN TOMS, Purchaser

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.,

On this day personally appeared before me RICHARD A. PETTIGREW and LAVERA C. PETTIGREW, 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 1st day of July, 1977.

Walter L. Lippman
Notary Public in and for the State of
Washington residing at Everett, Wash.



STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF TRUST NO. FILED BY

Richard H. Pettigrew 73661
OF 1119 Montana Avenue, Everett, Wash.

AT 3:30 P.M. July 8 1977

WAS RECORDED IN BOOK 73

OF Deeds AT PAGE 26

RECORDS OF SKAMANIA COUNTY, WASH.

J.P. Todd

COUNTY AUDITOR

BY E. McFarland

DEPUTY

REGISTERED	<u>E.</u>
INDEXED	<u>E.</u>
FILED	<u>E.</u>
RECORDED	
COMPARED	
MAILED	