

84675

REAL ESTATE CONTRACT

BOOK 73 PAGE 335



SAFECO

SK 10496

THIS CONTRACT, made and entered into this 15th day of August, 1977
between BYRON L. DUKE and JANET L. DUKE, husband and wife, and
CURTIS W. FAULCONER, a single man,
hereinafter called the "seller," and JOHN E. FORTENBURY and MARLENE D. FORTENBURY, husband
and wife,
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:

2-6-26-D-1003

2-6-26-D-1004 ATTACHED.

The terms and conditions of this contract are as follows: The purchase price is Twenty-three Thousand and
no/100 ----- \$23,000.00 Dollars, of which
Three Thousand Five Hundred and no/100 ----- \$3,500.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE BY THIS REFERENCE A PART HEREOF.



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 August 15, 1977

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between closing
and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed pay-
ment 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 in the actual cash value thereof against loss or damage by both fire and windstorm in a company accept-
able 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 the
assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-
ment relied on is contained here in 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 here-
after 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 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 hereon, 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 hereon.

(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:

- Printed general exceptions appearing in said policy form,
- 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
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obliga-
tion, 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.

THIS MEETS PLATINE ORDINANCES, LINCOLN LEVYMAN, CLERK

(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 Fulfillment 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 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.

Curtis W. Faulconer

Byron L. Duke

(SEAL)

Janet L. Duke

(SEAL)

John E. Fortumberg

(SEAL)

STATE OF WASHINGTON,
County of SKAMANIA

On this day personally appeared before me Byron L. Duke and Janet L. Duke, husband and wife, and Curtis W. Faulconer, a single man 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 15th day of August, 1977

Stephen C. Stevenson
Notary Public in and for the State of Washington
residing at Stevenson

WHEN RECORDED, RETURN TO

5037



SAFECO TITLE INSURANCE COMPANY

64675

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	E
INDEXED	DIRECT
INDIRECT	
RECORDED	
COMPARED	
FILED	

THIS STATE OF WASHINGTON RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Steve Lytle
OF Stevenson 624
AT 12:05 P. M. 8-16-1977
WAS RECORDED IN BOOK 73
OF 100 AT PAGE 335
RECORDS OF SKAMANIA COUNTY, WASH.
Stephen C. Stevenson
COUNTY AUDITOR
E. Mayfield

PARCEL A: A tract of land located in the Southwest Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the W.M., described as follows: Beginning at a point 68.5 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 26, said point being on the Northerly right of way line of State Road No. 14 as presently constructed and located; thence North along the East line of the Southwest Quarter of the Southeast Quarter of said Section 26, 424.5 feet; thence North $81^{\circ}13'$ West 802 feet to the initial point of the tract hereby described; thence North $25^{\circ}14'$ East 237 feet; thence North $82^{\circ}45'$ East 260.5 feet; thence South $81^{\circ}13'$ East 35 feet; thence South $25^{\circ}14'$ West 312 feet; thence North $81^{\circ}13'$ West 264 feet to the initial point; said tract containing 1.62 acres, more or less.

PARCEL B: A tract of land located in the Southwest Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the W.M., described as follows: Beginning at a point 68.5 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 26, said point being on the Northerly right of way line of State Road No. 14 as presently constructed and located; thence North along the East line of the Southwest Quarter of the Southeast Quarter of said Section 26, 424.5 feet; thence North $81^{\circ}13'$ West 538 feet to the initial point of the tract hereby described; thence North $25^{\circ}14'$ East 312 feet; thence South $81^{\circ}13'$ East 115 feet; thence South $02^{\circ}45'$ West 235 feet; thence South $81^{\circ}13'$ East 200 feet; thence South $02^{\circ}45'$ West 70 feet; thence North $81^{\circ}13'$ West 463 feet to the initial point; said tract containing 1.62 acres, more or less.

*By: D. Duke John E. Fentelberg
 Janet L. Duke Charles D. Fentelberg
 Cynthia Fentelberg*

EXHIBIT "A"

In monthly installments of One Hundred Seventy-five and 45/100 (\$175.45) Dollars beginning with the 1st day of October, 1977, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at Nine (9) per cent per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to purchaser to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made. PURCHASER SHALL NOT ASSIGN this contract or any interest hereunder or in the property herein described, prior to full execution of the contract, unless seller first consents to such assignment in writing, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this provision shall be void and of no effect with respect to seller. In the event seller consents to assignment in the manner above provided, or in the event purchaser conveys or contracts to convey his interest in said premises, and purchaser does so assign this contract, or purchaser does so sell said interest, minimum proceeds as follows shall be applied to the balance due and owing under the terms of this contract at the time of such assignment, plus interest due at the time of such assignment: Parcel A \$9,750.00; Parcel B \$9,750.00. During the term of this contract, purchaser shall not cut, remove or destroy any fir trees over six (6) inches in diameter without written permission of the seller. Purchasers shall not remove 1963 Mobile Home (ID #DR893911T) from said premises prior to the 1st day of October, 1979, without prior written permission of sellers, their successors or assigns. Title to said mobile home is to be free and clear of all liens and encumbrances upon closing of contract and will be delivered to purchaser upon payment of 24 full monthly installments of \$175.45, according to the terms of said contract. Purchaser will be responsible for all registration and title transfer fees incurred to said mobile home after closing of the contract.

The mobile home has been fully inspected by the purchaser and is acceptable to purchaser "as-is" and "where-is" at the time of closing.

Bruce L. Duke John E. Paulsen
James L. Duke Marlene D. Paulsen
Christine Paulsen