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A-1024

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 14 day of August, 1977

between H. ROBERT COLE & HELEN R. COLE, husband and wife, and ARTHUR C. BEAGLE & DOLORES Y. BEAGLE, husband and wife,

hereinafter called the "seller," and JOHN A. MEYERS & DARLINE M. MEYERS, 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:

No. 5096 Lot #6, of Marble Mountain Retreat, recorded in Book "B", page 5, records of Skamania County, Washington.

TRANSACTION EXCISE TAX Subject to easements and restrictions of record.

SEP 8 1977

Amount Paid 60Skamania County Treasurer
By Bonney J. Dulpho, Jr.

The terms and conditions of this contract are as follows: The purchase price is Six Thousand and No/100 (\$6,000.00) Dollars, of which Three Hundred and No/100 (\$300.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Fifty Five and 18/100 (\$55.18) Dollars, or more at purchaser's option, on or before the 15th day of August 1977, and Fifty Five and 18/100 (\$55.18) Dollars, or more at 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 9-1/2 per cent per annum from the 16th 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 Vancouver Federal Savings and Loan Association or at such other place as the seller may direct in writing. 7515 E. Mill Plain Blvd, Vancouver, WA

Purchaser is aware that electricity, water and road maintenance are not provided to the property, as per attached copy of plat recorded in Book "B", page 5, records of Skamania County, Washington.

Payments received by Seller ten days after due date shall be assessed a late charge of \$5.00 for each payment late, each month late.

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 or hereafter 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 hereinafter placed on said real estate in the actual cash value thereof against loss or damage by fire and windstorm in a company acceptable to the seller or to the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereto 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 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 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 RENEE J. DULPHO agrees to deliver OWNER'S POLICY OF INSURANCE ON REAL PROPERTY, policy number 00000000000000000000, issued by AMERICAN NATIONAL LIFE INSURANCE COMPANY, insuring the purchaser to the full amount of the 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 mortgages 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.

(b) Seller's title to said real estate is subject to an existing trust Deed or easement under which seller is responsible for maintaining such real estate, and any encumbrance or other obligation, which seller is to pay, seller agrees to make such payment to acknowledge and pay all taxes, interest thereon, and expenses relating thereto, and to have the right to collect any payments necessary to receive the amount, and any payments so made shall be applied to the payment next falling due for the taxes under this contract.

(c) The seller agrees, upon recording 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 heretofore 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:

NONE

(d) 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, in any way, 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 purchased or entitled to possession.

(e) In case the purchaser fails to make any payment herein provided for 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 to seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(f) This is of the essence of this contract, and it is agreed that in case the purchaser fails 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 (1) to close all the purchaser's rights, however furnished, and upon his account of damages made by the purchaser hereunder and all improvements placed upon the real estate shall be entitled to the sum of \$1000.00 for each day of unexcused damage, 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 failure and non-fulfillment of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address, or, if unknown, to the address of the seller.

(g) Upon seller's election to bring suit to enforce any covenant or this contract, including but not limited to any payment required hereunder, the purchaser agrees to pay a reasonable sum of attorney's fees and all costs and expenses of the action and all legal expenses which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to recover an adjudication of the title to the property, and judgment is so entered, the purchaser agrees to pay a reasonable sum of attorney's fees and all costs and expenses of adjudication with title and also the reasonable cost of searching records to determine the condition of title to the land and to come into possession of which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the 11th day of August, 1977, which day is:

STATE OF WASHINGTON,

County of Clark

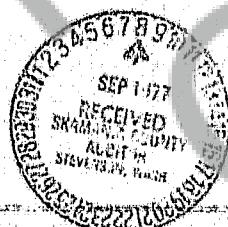
On this day personally appeared to me H. ROBERT COLE, HELEN R. COLE, ARTHUR C. BEAGLE, and ARTHUR C. BEAGLE, as attorney in fact for Dolores Y. Beagle, to me known in the course of my business described in and witnessed the within instrument, and acknowledged that they signed the same as their true and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this

day of August, 1977.

Notary Public in and for the State of Washington.

Notary Public in and for the State of Washington.



PIONEER NATIONAL
TITLE INSURANCE

A TICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

LAW OFFICES OF
COUNCIL OF SKAMANIA, INC.
CITY OF SPOKANE, WASH.
I HEREBY CERTIFY THAT THE WRITTEN
INSTRUMENT OR WRITING, FILED BY
H. Robert Cole, Esq.
ON August 11, 1977
AT SPOKANE, WASH.
WAS RECORDED IN REVERSE
ON August 11, 1977
AT PAGE 147
RECORDS OF SKAMANIA COUNTY, WASH.
COUNTY AUDITOR
E. J. Campbell

REGISTERED
INDEXED
INDIRECT
RECORDED
COMPARED
MAILED