



84922

REAL ESTATE CONTRACT

BOOK 73 PAGE 509

THIS CONTRACT, made and entered into this 15th day of September, 1977,
between DORA PERRY, a widow,

hereinafter called the "seller," and GEORGE P. ST. CLAIR and BETTY JO ST. CLAIR, 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: A tract of land located in the Southwest Quarter of the Northwest Quarter of Section 22, Township 3 North, Range 10 East of the W.M., described as follows: Beginning at the Northeast corner of the Southwest Quarter of the Northwest Quarter of the said Section 22; thence along the North line of said subdivision West 587 feet to the initial point of the tract hereby described; thence South 180 feet; thence West parallel to the North line of said subdivision 412 feet, more or less, to the West line of the East half of the West half of the Southwest Quarter of the Northwest Quarter of the said Section 22; thence North along the West line of said subdivision 180 feet to the North line of the Southwest Quarter of the Northwest Quarter of said Section 22; thence East along said North line to the initial point.

The terms and conditions of this contract are as follows: The purchase price is Forty-five Thousand Two Hundred and No/100----- \$45,200.00 Dollars, of which

Ten Thousand and no/100 ----- \$10,000.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: The

balance of Thirty-five Thousand Two Hundred and no/100 (\$35,200.00) Dollars shall be paid in monthly installments of Two Hundred Ninety-Five and 40/100 (\$295.40) Dollars beginning with the 15th 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 reserves the right, and seller expressly grants the right to purchaser to pay \$10,000.00 or more cash on or before December 31, 1977, thereby reducing monthly payments to \$127.56 or more per month. The interest on the balance remaining after purchaser's election shall remain at Nine (9) per cent per annum.

All payments to be made hereunder shall be made at Rainier National Bank, White Salmon, Wash., or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be September 15, 1977

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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, 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 full 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 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 of the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award in 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 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 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.

(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:

Easements, restrictions and reservations of record.

(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-rent 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 a suit as provided in any judgment or decree entered in such suit, it is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees in connection with such suit, and also the reasonable cost of searching records to determine the location of the site upon which 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.

STATE OF WASHINGTON

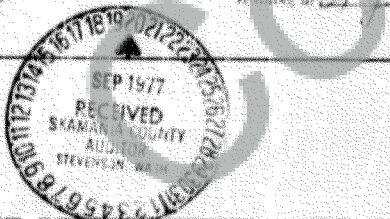
County of Klickitat

On this day personally appeared before me DORA PEARY
 Not a Publicly Notarized Person described in said who executed the within foregoing instrument, and acknowledged that
 s/he is the same as PEARY and voluntarily and legally

for the uses and purposes, hereby acknowledged.

GIVEN under my hand and official seal this 15th day of September 1977

WHEN RECORDS RETURN TO

[illegible]

Amount Paid **\$291.00**

County of ...
 Family of ...

8:19:22

SAFECO  **SAFECO TITLE INSURANCE COMPANY**

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT (IF WHITING FILED BY _____)

Steve Foster

on Steam Line, 26

1600 0 10 30

11-2-2000 11:20 AM

WAS RECORDED IN BOOK 20

OF ~~11~~ AT PAGE ~~12~~

RECORDS OF HANAHAN COUNTY, VANDERBILT

12-27-77

5434

ADDRESS

CITY AND STATE

READY RECD ☒ E
INDEXED: DIR ☒ F
INDIRECT: ☒ F
RECORDED:
COMPARSED
MAILED