



85277

REAL ESTATE CONTRACT

BOOK 73 PAGE 787

SK-10668

THIS CONTRACT, made and entered into this 29th day of November, 1977
between NINA P. NELSON, a single woman,

hereinafter called the "seller," and DISHON OLSEN and MARY OLSEN, 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:

Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 34, Township 2 North, Range 6 East of the W.M.; thence South on subdivision line 660 feet to the initial point; thence from said initial point West 330 feet to the County Road known as Skelton Cut-off Road; thence Southerly along said Skelton Cut-off Road to intersection thereof with the Northerly line of State Highway No. 8; thence Easterly along the Northerly line of State Highway No. 8 to the East line of the Southwest Quarter of the Northeast Quarter of said Section 34; thence North to the Point of Beginning; EXCEPT THAT PORTION thereof conveyed to William R. Thompson and Marion I. Thompson, husband and wife, by deed dated December 31, 1946, and recorded February 8, 1947, at Page 293 of Book 31 of Deeds, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Twelve Thousand and no/100

Two-thousand Five-hundred and no/100 Dollars, of which \$12,000.00 Dollars, of which \$2,500.00, Dollar: have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

In monthly installments of One-hundred Dollars (\$100.00) beginning with the 1st day of January, 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) percent 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. The balance of said contract, including principal and interest, shall be paid on or before ten (10) years from the date of said contract. Seller hereby agrees to grant access for ingress and egress to above described property over existing driveway.

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L. S. Wyndgarden

All payments on be made hereafter shall be made at Route 2, Box 248, Aurora, Oregon 97002, or at such other place as the parties may direct in writing.

As referred to in this contract, "date of closing" shall be November 9, 1977.

11. The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter levied 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.

12. 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 by 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.

13. 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 shall be in writing and attached to and made a part of this contract.

14. 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 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 to or destruction of any improvements, the proceeds of such insurance remaining after payment of the reasonable expenses 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.

15. 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 SARCO 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:

- Former general exception 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 receipt of full payment of the purchase price and interest in the machine, to execute and deliver to purchaser a statutory warranty fulfillment pledged to said estate, excepting any part thereof hereinafter 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, covenants and conditions of record.

(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 building and other improvements on said real estate in good repair and not to permit waste and not to use, nor permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation, construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(3) In case the purchaser fails to make any payment herein provided or to maintain insurance, as hereinafter 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, without prejudice to any other right the seller might have by reason of such default.

[illegible]

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the last known to the seller.

(1) Upon seller's election to bring suit to enforce any covenant of this contract, including a covenant of title, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs required hereunder, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure or pay a reasonable sum as attorney's fees and all costs or expenses incurred by him in such suit, he shall also include in such suit the cost of searching records to determine the condition of the land at the time the same was first purchased by him, and also the reasonable cost of searching records to determine the condition of the land at the time the same was first purchased by him, and also the reasonable cost of searching records to determine the condition of the land at the time the same was first purchased by him.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

STATE OF WASHINGTON,
County of Skamania

On this day personally appeared before me Nina P. Neilson
to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that
she signed the same as her free and voluntary act and deed
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of

WHEN RECORDED, RETURN TO



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

[illegible]

W. L. GALE, Lynchburg, Va.

OF _____
AT _____ 11-16-17

WAS RECOVERED IN DEATH

OF ALBERT ...
... OF ... CITY, WAS

4th ed.

E. M. ...