

SK-10572

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between MILLARD E. CHRISTAL and VERNA M. CHRISTAL, husband and wife, hereinafter referred to as "Seller", and ERNIE R. CRAIN and DOROTHY P. CRAIN, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

That portion of Section 23, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

The South 200.00 feet of the North 1,000.00 feet of the Northwest quarter of said Section 23.

EXCEPT that portion lying Easterly of the thread of the Washougal River.

SUBJECT TO conditions and reservations concerning sewage disposal and water pollution as contained in deed bearing date of August 7, 1944, and recorded under Auditor's File No. 32574, records of said County.

SUBJECT FURTHER TO the right to make necessary slopes for cuts and fills as reserved in deed bearing date of September 23, 1957, and recorded under Auditor's File No. 52781, records of said County.

SUBJECT FURTHER TO the right to make necessary slopes for cuts and fills as reserved in deed bearing date of October 19, 1974, and recorded under Auditor's File No. 78634, records of said County. SUBJECT TO any question that may arise due to shifting or change in the course of the Washougal River or due to said river having changed its course.

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Kearns &amp; Co. Inc. 7/24/57

AND AS CONDITIONS HEREON THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of TEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$10,500.00), of which Purchaser has paid to Seller the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The

balance of the purchase price in the amount of \$7,530.00 shall be due and payable in monthly installments of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00), or more at Purchaser's option, commencing on January 15, 1978, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from November 15, 1977, at the rate of eight percent (8%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month, and the balance credited to the principal.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through 1977. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on November 15, 1977, and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to permit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided,

in the event of the failure or neglect of purchaser to perform the several terms and conditions of this contract, and said default being continued for a period of fifteen (15) days, then seller may sue for purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages and without failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate default installments or upon any payments made by seller and repayable by purchaser, and the institution of any suit or action shall not constitute an election of remedy as to any subsequent default. The waiver by seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract shall be made by registered or certified United States Mail, addressed to purchaser's last known mailing address, or to such specified address as purchaser may hereafter designate to seller in writing.

V. ADDITIONAL COVENANTS. Seller agrees to furnish to purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring purchaser's interest in the property hereunder to this contract.

IN WITNESS WHEREOF, the parties have executed this instrument this 10 day of November, 1977.

Millard E. Christal  
Millard E. Christal

Ernie R. Crain  
Ernie R. Crain

Verna M. Christal  
Verna M. Christal

Dorothy P. Crain  
Dorothy P. Crain

SELLER

PURCHASER

STATE OF WASHINGTON )

ss.

County of Clark )

On this day personally appeared before me MILLARD E. CHRISTAL, VERNA M. CHRISTAL, ERNIE R. CRAIN and DOROTHY P. CRAIN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they executed 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 10 day of November, 1977.

[Signature]  
Notary Public in and for the State  
of Washington,  
Residing at Camas