

85354

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 9th day of November, 1977,

between JACK SPRING and MELBA E. SPRING, husband and wife,

hereinafter called the "seller," and DOUGLAS C. OLSON and PATRICIA ANN OLSON,
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:

Lot 3 of JACK and MELBA E. SPRING'S SHORT PLAT recorded under Auditor's File No. 85106 at page 20 of Book 2 of Short Plats, records of Skamania County, Washington, as more particularly described on Schedule A attached hereto.

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The terms and conditions of this contract are as follows: The purchase price is Eight Thousand Five Hundred Fifty and no/100-----\$ 8,550.00 Dollars, of which
One Thousand and no/100-----\$ 1,000.00 Dollars have

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

The purchasers agree to pay the balance of the purchase price in the sum of Seven Thousand Five Hundred fifty and no/100 (\$7,550.00) Dollars in monthly installments of Ninety-one and no/100 (\$91.00) Dollars, or more, commencing on the 20th day of December, 1977, and on the 20th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight (8%) percent per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due.

Payments to be made hereunder shall be made at MP 1.00R Duncan Creek Road, Skamania-WA-98648 or at such other place as the seller may direct in writing.

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

1. The purchaser assumes and agrees to pay before delivery of title and as covenants that may exist between a grantor and grantee 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 pay taxes, property taxes or a lien on said real estate, the purchaser agrees to pay the same before delivery.

2. The purchaser agrees, until the purchase price is fully paid, to keep the boundaries now and hereafter placed on said real estate to the actual cash value thereof against loss or damage by both fire and wind storm 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 agents shall be held responsible for the condition of any improvements thereon nor shall the purchaser or seller or the agent of either be held to any covenant or agreement for alteration, improvement or repairs unless the covenant or agreement relied on is contained herein or is written 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. In case the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of 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 rebuilding or rebuilding of such improvements within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

5. The seller, by this contract, does hereby warrant that the title to the real estate is his and that he will deliver to purchaser as owner a standard form, or a commitment therefor, issued by Transamerica 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:

1. Needed general exceptions appearing in said policy form.
2. 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
3. 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.

(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 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 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:

- a) Any taxes or assessments which may hereafter be levied against the above described real property pursuant to RCW 84.34; and
- b) Easements and rights of way 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-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 on the date first written above.

Jack Spring (SEAL)
Melba E. Spring (SEAL)
Thomas C. Olsen (SEAL)
Patricia Anne Olsen (SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me JACK SPRING and MELBA E. SPRING, husband and wife, to me known to be the individuals 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

9th day of November, 1977.

Robert J. Stevenson
 Notary Public in and for the State of Washington,

residing at Stevenson.

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: MR.	<input checked="" type="checkbox"/>
INDEXED: TLR	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

COUNTY SPACE PROVIDED FOR RECORDER'S USE:

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Stevenson

OF *Stevenson*

AT *9:55 A.M. Nov 30, 1977*

WAS RECORDED IN BOOK *73*

OF *Deeds* AT PAGE *852*

RECORDS OF SKAMANIA COUNTY, WASH.

SP T. Olsen

COUNTY AUDITOR

E. Meador

SCHEDULE "A"

A parcel of property in the Northwest Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian described as follows:

BEGINNING at a point on the North line of said Northwest Quarter of Section 34, 616.59 feet North 88°55'59" West from the Northeast corner of said Northwest quarter of Section 34; thence South 01°18'38" West parallel to the East line of said Northwest Quarter of Section 34, 423.31 feet; thence North 88°49'40" West 151.70 feet; thence North 62°06'04" West 182.05 feet; thence North 38°27'37" West 72.94 feet; thence North 21°46'51" West 156.61 feet; thence North 65°51'54" West 55.79 feet to a point 1091.11 feet North 88°55'59" West and 118.42 feet South 01°04'01" West from the Northwest corner of said Northwest Quarter of Section 34 as measured along the North line of said Northwest Quarter of Section 34 at right angles to said North line; thence North 01°18'38" East parallel to the East line of said Northwest Quarter of Section 34, 118.42 feet to the North line of said Northwest Quarter of Section 34; thence south 88°55'59" East 474.01 feet to the POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 60.00 foot easement for ingress, egress and public utilities, over, under and across the property lying 30.00 feet on each side of the following described centerline:

BEGINNING at a point on the East line of said Northwest Quarter of Section 34, South 01°18'38" West 424.45 feet from the Northeast corner of said Northwest Quarter of Section 34; thence North 88°49'40" West 768.29 feet; thence North 62°06'04" West 182.05 feet; thence North 38°27'37" West 72.94 feet; thence North 21°46'51" West 156.61 feet; thence North 65°51'54" West 55.79 feet to a point 1091.11 feet North 88°55'59" West and 118.42 feet South 01°04'01" West from the Northeast corner of said Northwest quarter of Section 34 as measured along the North line of said Northwest quarter of Section 34 and at right angles to said North line, said point being the end of said 60 foot easement.

