



85370

REAL ESTATE CONTRACT

BOOK 73 PAGE 871

THIS CONTRACT, made and entered into this 30th day of November, 1977
between ADA NEECE, as her separate property,

hereinafter called the "seller," and DEAN O. EVANS and BETTY J. EVANS, 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:

ATTACHED.

Ada Neece
Ada Neece

Dean Evans
Dean Evans

Betty J. Evans
Betty J. Evans

5309

No. _____
TRANSACTION EXCISE TAX

DEC 2 1977

Amount Paid: 90.00

Skamania County Treasurer
By Betty J. Evans

The terms and conditions of this contract are as follows: The purchase price is Nine Thousand and no/100 (\$9,000.00) 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 balance of Eight Thousand and no/100 (\$8,000.00) Dollars shall be paid as follows: In monthly installments of Seventy-Five and no/100 (\$75.00) Dollars beginning with the 1st day of December, 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 8 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.



All payments to be made hereunder shall be made in cash or such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be November 30, 1977

(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, 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 actual cash value thereof against fire 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 hereon 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 a portion of such condemnation award to the rebuilding or restoration of such improvements within a 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 exception other than the following:

- a. Printed general exceptions appearing in said policy form,
- b. 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
- c. 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 of mortgage, vendor shall be obligated to pay the obligation which seller is bound to pay, beginning on the date of the purchase, the purchaser shall have the right to make any payments in accordance with the terms of the contract, and upon default, the payments made by seller shall be applied to the payments next falling due on the mortgage.

7. The seller agrees, upon receiving full payment of the purchase price and interest in the amount of \$100,000, to execute and deliver to purchaser a statutory warranty of fulfillment, and to hold said title free of all encumbrances except part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing hereunder, and person other than the seller, and subject to the following:

Easements, covenants, restriction and reservations of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate at the time of closing and to retain possession so long as purchaser's name is default hereunder. The purchaser is covenanted to deliver up possession of building, its contents and improvements or said real estate in good repair and not to permit waste but not to cause damage by fire, flood, windstorm, explosion, earthquake, riot, strike, sabotage, terrorism, war, insurrection, rebellion, civil disturbance, or other causes beyond his control. The purchaser agrees to pay all service charges, taxes, assessments, dues, fees, interest, penalties, fines, costs, expenses, and charges for water, sewer, electricity, garbage or other utility services furnished at said real estate after this date.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, the seller may make such payment or effect such insurance and any amounts so paid by the seller, together with interest thereon, shall be repayable by purchaser on demand to the satisfaction of the seller, together with a charge of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on demand to the satisfaction of the seller, together with a charge of 10% per annum thereon from date of payment until repaid.

[illegible]

(f) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited to the obligation to sell, the purchaser agrees to pay a reasonable sum as attorney's fees and all court costs and expenses of the purchaser in connection with the enforcement of the covenant entered into by the parties.

If the Seller shall bring suit to procure an adjustment of the term of payment of the purchase price, or if the Buyer shall enter a counterclaim against the Seller, the Seller shall pay the reasonable cost of such suit, which sums shall be included in the amount due by the Buyer.

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

x. Ada Rusa

x *Alan Charles*

Betty J. Evans

STATE OF WASHINGTON,
County of Skamania

On this day personally appeared before me
to me known to be the individual described in
SAC signed the
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th November, 1971

WHE: RECORDED, RETURN TO

王明賢 鄧曉之 李 榮 鄧 毅 (香港)



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____

ADDRESS

CITY AND STATE

PARCEL A: A parcel of land located in the Southeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 7 East of the W.M., described as follows:

Beginning at the Northwest corner of Section 36, Township 3 North, Range 7 East of the W.M.; thence East along the North line of said Section 36, 1,320 feet, more or less, to the Northwest 1/16 corner; thence South along said Northwest 1/16 line, 1,927.36 feet; thence South 89°11'01" East 320 feet; thence North 89°11'01" West 33 feet; thence North parallel to said 1/16 line, 65 feet to the True Point of Beginning; thence North parallel to said 1/16 line 495 feet, more or less, to the South right of way line of Maple Way County Road; thence South and East along said Southerly right of way to the North line of a tract of land conveyed to Dean O. Evans and Betty Jean Evans, husband and wife, by instrument dated October 24, 1969, and recorded October 24, 1969, under Skamania County Auditor's File No. 71534, records of Skamania County, Washington; thence along the North line of said Evans tract to the Northwest corner thereof; thence South along the West line of said Evans tract to a point on a line drawn at right angles Easterly from the True Point of Beginning, said point being South 170 feet from the Northwest corner of said Evans tract; thence North 89°11'01" West along said line 200 feet, more or less, to the True Point of Beginning. (Said parcel of land also known as Lot 3 of Short Plat filed in Book 2 of Short Plats at Page 2, records of the Skamania County Auditor, Skamania County, Washington.)

PARCEL B: A parcel of land located in the Southeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 7 East of the W.M., more particularly described as follows:

Beginning at the Northwest corner of Section 36, Township 3 North, Range 7 East of the W.M., thence East along the North line of said Section 36, 1,320 feet, more or less, to the Northwest 1/16 corner; thence South along said Northwest 1/16 line, 1,927.36 feet; thence South 89°11'01" East 320 feet to the True Point of Beginning; thence North 89°11'01" West 33 feet; thence North parallel to said 1/16 line 65 feet; thence at right angles South 89°11'01" East 200 feet, more or less, to the Westerly line of a tract of land conveyed to Dean Evans and Betty Evans, husband and wife, by instrument dated October 24, 1969, and recorded October 24, 1969, under Skamania County Auditor's File No. 71534, in Book 61 of Deeds at Page 299, records of Skamania County Auditor, Skamania County, Washington; thence South along the West line of said Evans tract 63 feet to the Southwest corner of said Evans tract; thence East along the South line of said Evans tract 129 feet to the West right of way line of County Road known and designated as Maple Way; thence South along said right of way line 120 feet, more or less, to a point 170 feet North of the centerline of the Pacific Northwest gas line easement; thence West 165 feet; thence South at right angles 200 feet, more or less, to the centerline of said gas line easement; thence Northeasterly along the said centerline 68 feet, more or less, to the Northwest corner of a tract of land conveyed to Earl S. Clark and Lorraine R. Clark, husband and wife, by instrument dated May 24, 1972, and recorded June 2, 1972, under Skamania County Auditor's File No. 74831, in Book 64 of Deeds at Page 158, records of Skamania County Auditor, Skamania County, Washington; thence South along the West line of said Clark tract 50 feet, more or less, to the Northeast corner of a tract of land conveyed to Peggy R. Lozier by instrument dated January 31, 1973, and recorded February 2, 1973, under Skamania County Auditor's File No. 75744, in Book 64 of Deeds at Page 920, records of Skamania County Auditor, Skamania County, Washington; thence West along the North line of said Lozier tract and along the North line of a tract of land conveyed to William D. Currier and Dolores C. Currier, husband and wife, by instrument dated March 27, 1974, and recorded March 27, 1974, under Skamania County Auditor's File No. 77265, in Book 66 of Deeds at Page 457, records of Skamania County Auditor, Skamania County, Washington, 208 feet; thence North parallel to said 1/16 line 350 feet, more or less, to the True Point of Beginning. (Said tract also known as Lot 2 of Short Plat filed in Book 2 of Short Plats at Page 3, records of Skamania County Auditor, Skamania County, Washington.)

x Edna M. Evans
x Betty J. Evans
x Betty J. Evans

The above-described Lot 2 of said Short Plat is TOGETHER WITH an easement for ingress and egress over and across that certain "Private Access Easement" over and across the Southeasterly 15 feet of Lot 1 of said Short Plat as delineated on Short Plat recorded in Book 2 of Short Plats at Page 2, records of Skamania County, Washington.

x Ada Meese

Dean Evans

x Betty J. Evans

85370

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Stephen Lytle

OF Stevens, Wa

AT 3:30 P.M. Dec 2 1977

WAS RECORDED IN BOOK 73

OF Skamania AT PAGE 371

RECORDS OF SKAMANIA COUNTY, WASH

J.P. Davis

COUNTY CLERK

By E. Mosford

