



85432

REAL ESTATE CONTRACT

BOOK 73 PAGE 938

3-10-99
3-13-21-A-150THIS CONTRACT, made and entered into this 25th day of November, 1977between RICHARD H. STEWART, as his separate property,hereinafter called the "seller," and R. DONALD WELLS and DOLLY J. WELLS,
hereinafter called the "purchaser,"
husband and wife,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:

All that portion of the south half of the Southwest Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of W.M., lying Southeasterly of the County Road known and designated as the Underwood-Willard Highway.

The terms and condition of this contract are as follows: The purchase price is Thirty-five Thousand and No/100 ----- \$35,000.00 Dollars, of which Twelve-thousand and no/100 ----- \$12,000.00 Dollars have been paid, the except whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of Twenty-three Thousand (\$23,000.00) Dollars, shall be paid as follows:

In monthly installments of Two-hundred Seventy-nine and 06/100 (\$279.06) Dollars or more beginning with the 9 day of January, 1978, 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 Eight (8%) 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.

All payments to be made hereunder, shall be made in cash, or by check, or by money order, and the seller may accept payment in any of the above methods.

As altered by this contract, "date of closing" shall be December 2, 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between prior and hereafter between seller and said real estate, and 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 or hereafter 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 loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, or 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 to any warranty respecting the condition of any improvements thereon, nor shall the purchaser or seller be the assignor of either be held to any covenant or agreement for alterations, improvements or repairs, unless the covenant or agreement has been 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 by any 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 consideration award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied in payment of the purchase price hereunder, and the seller agrees to allow the purchaser to again bid in a portion of such consideration in order to the rebuilding or restoration of any improvements damaged by such taking, in case of damage or destruction. In a portion insured against the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be devoted to the rebuilding or rebuilding of such improvements within a reasonable time, unless purchase price or said proceeds shall be paid by the seller for application on the purchase price hereunder.

(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 certificate or statement 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:

- a. Pledged 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 converse is 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 or contracts under which seller is purchasing said real estate, or any mortgage, deed of trust 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 satisfactory 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 for mains, laterals, pipelines and reservoirs of Public Utility District No. 1 of Skamania County, a municipal corporation, and existing contracts for water service furnished by said district.

Easements and rights of way for public roads over and across the real estate under search.

(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 taxes, or any interest thereon, levied on the real estate for water, sewer, electric, 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 may 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 and all to 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 prepaid, 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 as of the date first written above.

Richard H. Stewart SEAL

STATE OF WASHINGTON
County of Marshall

R. Donald Wells and Dolly J. Wells

On this day, personally appeared before me, Richard H. Stewart, Notary Public for the State of Washington, the within and foregoing instrument, and in my presence they

signed the same as their Notary Public for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of November, 1977.

WHEN RECORDED, RETURN TO

Anchorage Alaska
My commission expires: 6/17/80



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	
INDEXED	
FILED	
RECORDED	
COMPARSED	
MAILED	

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR INSTRUMENTS FILED BY

Richard H. Stewart

OF Alaska

AT Anchorage Alaska 11-27

WAS RECORDED IN BOOK 73

OF Alaska 11-27

RECORDED IN BOOK 73

OF Alaska 11-27

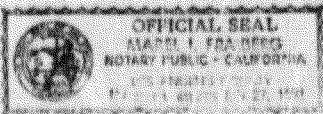
STATE OF OREGON, California

County of Los Angeles

BE IT REMEMBERED, That on this 25th day of December, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Richard H. Stewart

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Richard H. Stewart
Notary Public for Oregon, California

My Commission expires 6-17-81

FORM NO. 23 - ACKNOWLEDGMENT
STANDARD LAW FEE CO. PRINTED 1976