



SAFECO

31-101-90  
3-13-21-A-150

THIS CONTRACT, made and entered into this 25<sup>th</sup> day of November, 1977  
between RICHARD H. STEWART, as his separate property,

hereinafter called the "seller," and R. DONALD WELLS and DOLLY J. WELLS,  
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 Skamaria 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 N.M., lying southeasterly of the County Road known and designated as the Underwood-Willard Highway.

The terms and conditions 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 excess thereof is hereby acknowledged, and the balance of which is to 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 1<sup>st</sup> 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%) 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 documents to be made, recorded, or filed, made, recorded, or filed, in the other office, by the seller, may be recorded, or filed.

All attorney's fees, court costs, costs of filing, shall be

Dec. 5 or 9, 1977

1. The purchaser assumes and agrees to pay all taxes, assessments, all taxes and assessments that may or between grantor and donee hereafter become due and payable thereon, and in 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 to have 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 in good condition, and to repair any damage thereto against loss or damage by both fire and windstorm in a company or companies to the seller and to the seller's family, as his interest may appear, and to pay all premiums therefor and to deliver all insurance renewals to the seller.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be liable for any statement respecting the condition of any improvements, the less nor shall the purchaser be liable for the amount of or over payment of any amount or agreement for alterations, improvements or repairs unless the amount or agreement is specifically mentioned herein and attached to this made a part of this contract.

3. The purchaser agrees to pay all taxes, assessments, all taxes and assessments that may or between grantor and donee hereafter become due and payable thereon, and in 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 to have a lien on said real estate, the purchaser agrees to pay the same before delinquency. The seller and buyer agree that after payment of all taxable expenses of purchasing the same to the seller, the seller and buyer will split the tax bill on the purchase price hereinafter, the seller agrees to allow the purchaser sufficient time to pay his share of the taxes to the taxing authorities. Any improvements damaged by such taxes, or any damage or destruction of personal property against the purchaser, and insurance requiring after payment of the taxable expenses of purchasing the same, shall be liable to the seller, in the event of such damage or destruction, within a reasonable time, when the purchaser makes any payment, shall be paid to the seller for application on the purchase price herein.

This seller has delivered, or agreed to deliver within 15 days of the date of closing, a purchaser's policy of title insurance - standard form, or a certificate and endorsement, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defects in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exclusions appearing in said policy form;
- b. Liens or encumbrances, except by the terms of this contract, the purchaser is to assume, or as to which the seller is to be made responsible, and;
- c. Any existing condition or circumstance 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 (c) shall be deemed defects in seller's title.

