

85493

Attest

REAL ESTATE CONTRACT

SK-10672

3-10-20-08-00 -101

THIS CONTRACT, made and entered into this

26th day of November, 1977,

between LAURENCE M. ASHLEY,

hereinafter called the "seller," and DAVID R. POTTER and F. DARLYNE POTTER, 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 13, Block 1, Underwood Crest Addition, as recorded in Book "A" of Plats, page 154, records of Skamania County, Washington.

SUBJECT TO restrictive covenants and agreements and easements of record.

ALSO SUBJECT TO a twenty (20) foot easement across the northerly boundary of the above-described property for ingress and egress to Lot 12, Block 1, Underwood Crest Addition. *(Handwritten signature)*

The terms and conditions of this contract are as follows: The purchase price is FIVE THOUSAND TWO HUNDRED FIFTY Dollars, of which \$5,250.00 Dollars, have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: \$900.00 Dollars have
NINE HUNDRED SEVEN HUNDRED FIFTY Dollars, or more at purchaser's option, on or before the 10th day of April 1978, and \$750.00 Dollars,
and **NINETY** dollars, or more at purchaser's option, on or before the 10th day of each succeeding calendar month, until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of **9%** per cent per annum from the 81st day of November 1977, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

Subdivision Ordinances

As referred to in this contract, "date of closing" shall be November 21, 1977.

1977

Previously S/ [Signature]

(1) The purchaser agrees and agrees to pay before delinquency all taxes and assessments that may accrue between grantor and grantees heretofore become a burden 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 delayed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter placed on said real estate, the purchaser agrees to pay them before delinquency.

(2) The purchaser agrees, upon the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the extent of their value, the same against loss 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 all description of said real estate has been made and that neither the seller nor his assignee shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the vendor of either be held to any covenant or agreement for alterations, improvements or repair work, the covenant or agreement relied on is contained herein or is written and attached to and made apart of this contract.

(4) The purchaser occupies all lands or dominion to or destruction of any improvements now on said real estate or a weaker place thereof, and holding said real estate or any part thereof for private use, and agrees that to such damage, destruction or waste 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 payable, after payment of reasonable expenses of preserving the same, shall be paid to the seller and applied as payment on the purchase price, unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of all improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance, after payment of the reasonable expense of repairing the same, shall be applied 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 *First American 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) Standard 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 related contract or contracts under which seller is purchasing said real estate, and any mortgages or other obligations which, by the contract, agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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- (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 payment 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 amounts above specified to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof heretofore 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:

(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 for 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 sum 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 sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties herein have executed this instrument as of the date first written above.

Laurence J. Ashley (SEAL)
(SAL)

Joseph L. Udall (SEAL)
J. L. Udall (SEAL)

CALIFORNIA
STATE OF ~~AMERICAN~~

County of San Diego

On this day personally appeared before me LAURENCE M. ASHLEY
to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that
he signed the same as his
thereto mentioned.

GIVEN under my hand and official seal this

LAURENCE M. ASHLEY

Notary Public in and for the State of California

21 day of November 1977

Carrie Cuppy

Notary Public in and for the State of California

residing at ... San Marcos



Filed for Record at Request of

AFTER RECORDING MAIL TO:

JOSEPH L. UDALL

Attorney at Law

P. O. Box 425

White Salmon, WA 98672

THIS IMAGE IS FOR RECORDER'S USE	
I HEREBY CERTIFY THAT THE STIMSON	
INSTRUMENT IS A TRUE COPY, FILED BY	
<u>John L. Udall Jr.</u>	
ON <u>11/21/77</u> AT <u>11:15 AM</u>	
AT <u>WHITE SALMON, WA</u>	
FOR <u>JOSEPH L. UDALL, ATTORNEY</u>	
RECORDED IN THE CLERK'S OFFICE	
REGISTRATION NO. <u>112-1700</u>	
SEARCHED <u>112-1700</u>	
INDEXED <u>112-1700</u>	
SERIALIZED <u>112-1700</u>	
FILED <u>112-1700</u>	

REGISTERED
SEARCHED
INDEXED
SERIALIZED
FILED

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REAL ESTATE CONTRACT

SIC-10678.
3-10-20-04-00-101THIS CONTRACT, made and entered into this 26th day of November, 1977,

between LAURENCE M. ASHLEY,

hereinafter called the "Seller," and DAVID R. POTTER and F. DARLYNE POTTER, 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 13, Block 1, Underwood Crest Addition, as recorded in Book "A" of Plats, page 154, records of Skamania County, Washington.

SUBJECT TO restrictive covenants and agreements and easements of record.

ALSO SUBJECT TO a twenty (20) foot easement across the northerly boundary of the above-described property for ingress and egress to Lot 12, Block 1, Underwood Crest Addition.

The terms and conditions of this contract are as follows. The purchase price is FIVE THOUSAND TWO HUNDRED FIFTY NINE HUNDRED DOLLARS, of which \$5,250.00 Dollars, of which \$900.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

SEVEN HUNDRED FIFTY DOLLARS, \$750.00 Dollars, or more at Purchaser's option, on or before the 10th day of April, 1978, and NINETY DOLLARS, \$90.00 Dollars, or more at Purchaser's option, on or before the 10th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9% per cent per annum from the 26th day of November, 1977, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at or at such other place as the Seller may direct in writing.

As referred to in this contract, "date of closing" shall be NOVEMBER 26, 1977.

Beverly J. Holdridge, D.P.

(1) The Purchaser promises and agrees to pay before delinquency all taxes and assessments that may now between grantor and grantee become a burden 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 purchase subject to, any taxes or assessments now or then on said real estate, the Purchaser agrees to pay the same before delinquency.

(2) The Purchaser agrees that the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate intact to the actual cash value thereof upon loss or damage by fire, lightning, windstorm or in a manner acceptable to the Seller and for the Seller's benefit, or the 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 covenant regarding the condition of any improvement thereon nor shall the Purchaser or Seller or his agents of either kind file any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement relied on is contained herein or in writing and attached to and made a part of the 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 it 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 damage or destruction from a pernicious agent, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be paid to the Seller in the restoration or rebuilding of such improvements within 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 thereto, issued by *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 covenants 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 hereinafter 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.

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(6) If seller's title to said real estate is subject to an existing contract or contracts whereby 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 now owing 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 heretofore 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:

(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 possess on.

(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 amount 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 purchaser 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, less 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, he can sue but 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.

Laurence M. Ashley (SEAL)
Richard E. Copley (SEAL)
John J. Ferguson (SEAL)

CALIFORNIA
STATE OF WISCONSIN

County of San Diego

On this day personally appeared before me LAURENCE M. ASHLEY
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the name as his free and voluntary act and did, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

21 day of November, 1977.

Carole Copley Notary Public in and for the State of California

residing at San Marcos

PIONEER NATIONAL
TITLE INSURANCE
ATCOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL THE

YOSSEF L. JUDALL

Attorney at Law

P. O. Box 425

White Salmon, WA 98671

CHINOOK RECEIVED FOR RECORD USE
I HEREBY CERTIFY THAT THE PAPER HEREIN IS A COPY OF A RECORD FILED BY SAC, CO. 1977-4
RECORDED ON NOVEMBER 21, 1977
AT 10:30 AM - REC'D 10:30 AM
1000 11th Street - IN Bldg. 200
CO. 1977-4
RECORDS OF CHINOOK COUNTY, WASH.
SAC, CO. 1977-4
C. J. DUNLOP, CLERK
E. J. DUNLOP, JR., DEPUTY CLERK

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