

85821

A-1964

190-1680-2 / 3-1-3L-DC-305  
THIS CONTRACT, made and entered into this

1st day of April, 1972,

between GEORGE D. DEGROOTE, a single man,

hereinafter called the "seller," and CONNIE JEAN DAVIS, a single woman,

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 8 and 9 of Block Three of ROSELAWN EXTENSION TO THE TOWN OF STEVENSON according to the official plan thereof on file and of record at page 65 of Book A of Platting Records of Skamania County, Washington.

ALSO: That portion of Lot 7 of Block Three of the said ROSELAWN EXTENSION described as follows: Beginning at the southeasterly corner of the said Lot 7; thence south 30° 47' west 8 feet; thence in a straight line northerly to the west northerly corner of the said Lot 7; thence south 52° 18' east 104.70 feet to the point of beginning.

The terms and conditions of the contract are as follows: The purchase price is eight thousand five hundred and no/100ths \$8,500.00 Dollars, of which Eighty-five and no/100ths \$85.00 Dollars have been paid, the receipt whereof is hereto annexed, and the balance of said purchase price shall be paid as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of eight thousand four hundred fifteen and no/100ths (\$8,415.00) Dollars in monthly installments of Sixty-five and 60/100ths (\$65.60) Dollars, or more, commencing on the 1st day of May, 1972, and on the 1st day of each and every month thereafter until the full amount of the purchase price together with interest at the rate of 6% per annum shall have been paid. The said monthly installments shall include interest at the said rate of eight per cent (8%) per annum computed upon the monthly balances of the unpaid purchase price, and said monthly installments shall also include real property taxes and fire insurance premiums payable by the seller on a pro-rata monthly basis; monthly installments shall be divided first to pro-rated advances of the seller for taxes and fire insurance, then to interest, and finally to principal. The purchaser reserves the right at any time she is 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. This contract shall not be assigned without the express written consent of the sellers.

All payments to be made at George D. DeGroote, Stevenson, Washington 98645, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be May 1, 1972.

(1) The purchaser agrees and agrees to pay before delinquency all taxes on real estate 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, contract or other encumbrance, he has assumed payment of or agreed to purchase subject to, any taxes or assessments now or 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 insured in the actual cost value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, as it is found and appears, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured in the actual cost value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, as it is found and appears, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(4) The purchaser agrees that the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured in the actual cost value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, as it is found and appears, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(5) The seller has obtained, agrees to deliver within 10 days of the date of closing a full policy of title insurance in standard form, or commitment therefore, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of the 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.

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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 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 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:

No. 135

## TRANSACTION EXCISE TAX

M.V. 24 1972

Amount Paid: \$ 8.50

Method of Payment:

Skamania County Treasurer

P.O. Box 1000, Olympia, D.C.

(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, 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 when 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.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me

G. ORG. B. DEGROOTE, a citizen of this state,

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

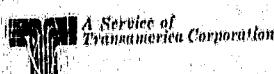
GIVEN under my hand and official seal this

27<sup>th</sup> day of May, 1972.

Notary Public in and for the State of Washington,

residing at Stevenson thereon.

Transamerica Title Insurance Co

A Service of  
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	1
INDEXED	1
SERIALIZED	1
FILED	1
COMPARED	1
MAILED	1

STATE OF WASHINGTON COUNTY RECORDER'S OFFICE RECORDED FOR PUBLIC RECORD
I HEREBY CERTIFY THAT THE INSTRUMENT OF WHICH THIS IS A COPY OF THE ORIGINAL, WAS AT 10:00 P.M. ON FEBRUARY 19, 1972 WAS RECORDED IN BOOK 74 OF Deeds AT PAGE 301 RECORDS OF SKAMANIA COUNTY, WASH. By [Signature] COUNTY ATTORNEY By [Signature]