

## REAL ESTATE CONTRACT

C 4-31-00-300

10400

THIS CONTRACT, made and entered into this 13<sup>th</sup> day of February, 1978,between **CONNIE JEAN DAVIS**, a single woman,hereinafter called the "seller," and **DANNIEL WILLIAM SOREY and DEBORAH LYN SOREY**, 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, **Lots 8 and 9 of Block 3, Roselawn Extension to the Town of Stevenson, according to the official plat thereof on file and of record at page 45 of Book "A" of Plats, records of Skamania County, Washington;**

**Also that portion of Lot 7 of Block 3 of said Roselawn Extension described as follows:**

**Beginning at the southeasterly corner of the said Lot 7; thence south 38° 43' west 8 feet; thence in a straight line northerly to the most northerly corner of the said Lot 7; thence south 52° 18' east 104.78 feet to the point of beginning.**

The terms and conditions of this contract are as follows: The purchase price is **FIFTEEN THOUSAND FIVE**

**HUNDRED-----** 15,500.00 Dollars of which  
**FOUR THOUSAND FIVE HUNDRED-----** 4,500.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows.

The purchasers shall assume that certain unrecorded real estate contract dated April 1, 1972, entered into by and between George D. DeGroote, a single man, as seller, and Connie Jean Davis, as purchaser, wherein the purchaser and grantor, Connie Jean Davis, is executing a deed and purchaser's assignment of real estate contract and the balance due and remaining on said contract is approximately \$7,000.00 and calls for monthly payments of \$65.60, or more, due and payable on the 1st day of each and every month, together with interest at 8% per annum until the balance of both principal and interest shall have been fully paid.

The purchasers further agree to pay \$4,000.00 in full within 120 days from the date of the closing of this contract, to-wit: June 4, 1978.

\$4,000.00 to Klickitat Valley Realty, White Salmon

payments to be made hereunder shall be made at George DeGroote, Stevenson, WA for monthly payments.

at with other place as the seller may direct in writing.

As provided in this contract, "date of closing" shall be February 13, 1978.

1. The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, 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 for the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the benefit of the purchaser, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the purchaser.

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 liable for any defect or condition of any improvements thereon nor shall the purchaser or seller or the holders of either be held to any agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is 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 agrees that no such damage, destruction or taking shall be a basis for consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award shall be paid to the seller and applied as payment on the purchase price. The seller agrees to allow the purchaser, to apply all or a portion of such condemnation award to the rebuilding or replacement of improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance, remaining after payment of the 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.

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 the amount of \$4,000.00 or a commitment therefor, issued by Phoenix National 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 other exceptions than the following:

- a. Excepted general exceptions appearing in said policy form;
- b. Known 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 mortgage 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 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 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:

(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 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 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 undersigned have executed this instrument as of the date first written above.

TRANSACTION EXCISE TAX

FEB 16 1978

Amount Paid... 155.<sup>00</sup>

Skamania County Treasurer

STATE OF WASHINGTON

County of Klickitat

On this day personally appeared before me **CONNIE JEAN DAVIS**

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

GIVEN under my hand and official seal this

13<sup>th</sup> day of February, 1978

Notary Public in and for the State of Washington

residing at

White Salmon, Oregon



**PIONEER NATIONAL  
TITLE INSURANCE**

ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

JOSEPH L. UDALL

Attorney at Law

P. O. Box 425

White Salmon, WA 98671

STATE OF WASHINGTON DEPT. OF RECORDS & COUNCIL COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Ken Co. Title Co. OF Stevenage, WA AT 2:00 PM Feb 16 1978 WAS RECORDED IN BOOK 74 OF Deeds AT PAGE 302 RECORD OF SKAMANIA COUNTY, WASH. Spencer COUNTY CLERK

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
INVESTED	<input checked="" type="checkbox"/>
FILED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>