

85881

## REAL ESTATE CONTRACT

BOOK 14 PAGE 362

DAFEDD SK10358

3-10-20-401

THIS CONTRACT, made and entered into this

9<sup>th</sup>

day of February, 1978

Laurence M. Ashley, unmarried

known as the "seller," and Johnny O. Olson and Gertrude J. Olson, husband and wife

known as the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the real estate described real estate, with the appurtenances, in Skamania County, State of Washington:

SEE ATTACHED.

The terms and conditions of this contract are as follows: The purchase price is

Thirty-two thousand

\$32,000.00 Dollars, of which

Seven thousand

\$7,000.00 Dollars have

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

Twenty-five hundred or more payable on or before February 15, 1979  
 and twenty-five hundred (\$2500.00) or more payable on or before  
 February 15, of each succeeding year including 8% interest per  
 annum payable on the declining balances. Such interest to be payable  
 on February 15, 1978.

5575

1. Payments to be made hereunder shall be made at  
 2. A other place as the seller may direct in writing.

3. The date in this contract, "date of closing" shall be

4. The purchaser assumes and agrees to pay before delinquency all taxes and assessments 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, deed of trust, contract 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.

5. 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, as his interest may appear, and to pay all premiums therefor and to deliver all receipts and renewals thereof to the seller.

6. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns are held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the purchaser's assigns be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is contained herein or is in writing and attached to and made a part of this contract.

7. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter made 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 the same shall be paid to the purchaser and applied on payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or part of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time. The purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

8. 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, and therefor, issued by LAFEDD Title Insurance Company, insuring the purchaser to the full amount of said purchase price against 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

9. The general exceptions appearing in said policy form,

10. The encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance is to be made subject, and

11. The contracts or contracts under which seller is purchasing said real estate, and any mortgage or other obligation on said real estate, the seller hereby agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed

(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 statutory 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: In the event that purchaser should deem it necessary, seller covenants and agrees to execute a warranty deed in partial fulfillment of this contract for from one to five acres upon payment to him in cash by purchaser a sum of \$2,000.00 per acre for each such acre. All costs to be borne by said purchaser. All such payments to apply directly to the contract and reduce the principal balance accordingly.

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

STATE OF California

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 same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of February 1978

 **CAROL COPLEY**  
Notary Public in and for the State of Washington  
My Commission Expires September 18, 1981

Carol Copley  
Notary Public in and for the State of Washington  
residing at San Marcos

SAFECO  SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

RECORDED  
INDEXED  
FILED  
MAR 1 1978  
CLERK OF SUPERIOR COURT  
SAN MARCOS, CALIF.

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS FILED BY  
Shirley E. Smith  
OF Skamania  
AT 11:00 A.M. February 2, 1978  
AND IS CORRECT IN BOOK 74  
ON Page 368  
RECORDING CLERK OF SUPERIOR COURT, WASH.

85884

DESCRIPTION

PARCEL A: A tract of land in the Northeast quarter of the Southeast quarter and the South 330 feet of the Southeast quarter of the Northeast quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Commencing at the Southeast corner of said Section 20; thence North  $00^{\circ}05'48''$  East a distance of 1155.19 feet to the initial point of the plat of Underwood Crest Addition; thence North  $00^{\circ}10'16''$  East along the East line of said plat 952.90 feet to the Northeast corner thereof and true point of beginning of this description; thence South  $82^{\circ}23'35''$  West along the North line of said plat 593.00 feet to the Northwest corner thereof; thence South  $00^{\circ}10'16''$  West 206.80 feet along the West line of said Underwood Crest Addition to a point; thence Westerly 450 feet; thence North  $00^{\circ}10'16''$  East a distance of 206.80 feet, more or less; thence Easterly 450 feet to a point that is 593 feet Westerly of the point of beginning; thence North 963 feet to the North line of the South 330 feet of the Southeast quarter of the Northeast quarter of Section 20; thence Easterly along said North line 553 feet to a point on the existing fence, said point being 26.45 feet West of the East line of said Section 20; thence South  $1^{\circ}27'41''$  West along said fence line 876.7 feet to the true point of beginning of this description.

PARCEL B: A tract of land in the Northeast quarter of the Southeast quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 1, Block 1, Underwood Crest Addition; thence North 606 feet; thence West parallel with the North line of said Southeast quarter a distance of 100 feet; thence South parallel with the East line of said Southeast quarter to the centerline of the right of way of Ashley Drive, as established and travelled October 1, 1977; thence Northeasterly along said centerline to a point that is due South of the point of beginning; thence North to the point of beginning.  
EXCEPT right of way of Ashley Drive,  
EXCEPT the Southerly 206 feet thereof.

According to Skamania County Short Plat Ordinance, Parcel B can not be short platted for 5 years from date of closing.