



85098

REAL ESTATE CONTRACT

SAFECO
SA-10835

THIS CONTRACT, made and entered into this 1st day of March, 1978
 between LUTHER D. MORGAN and RUTH MORGAN, husband and wife,

WESLEY A. MONROE and SUSAN C. MONROE, husband and wife,
 hereinafter called "the seller," and as to an undivided One-Half interest; MARVIN J. GENTRY
 and LINDA J. GENTRY, husband and wife, as to an
 hereinafter called the "purchaser," undivided One-Half interest.

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:

All of Lots 21 and 22 and the West 6 feet of Lot 23, of Block 6, of THE
 TOWN OF STEVENSON, according to the official Plat thereof on file and of
 record at Page 11 of Book "A" of Plats, records of Skamania County,
 Washington.

TOGETHER WITH an easement to project eaves from the existing building
 located on the West 6 feet of the said Lot 23, reserved by Sam G. Melonas
 in the capacity of Administrator of the Estate of George Nick, Deceased, in
 deed dated June 28, 1966, and recorded June 30, 1966, at Page 90 of Book 5b
 of Deeds, under Auditor's File No. 67121, records of Skamania County,
 Washington.

The terms and conditions of this contract are as follows: The purchase price is Fifty One Thousand Five
 Hundred and no/100 ----- (\$51,500.00 Dollars, of which

Twenty Thousand and no/100 ----- (\$20,000.00 Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Ten Thousand and no/100 (\$10,000.00), or more, shall be paid on June 1, 1978. Interest shall begin to accrue at Eight per cent (8%) per annum on the unpaid balance of the purchase price of \$21,500.00 on June 1, 1978. The unpaid purchase price of \$21,500.00 on June 1, 1978 shall be paid in monthly installments of Two Hundred Five and 47/100 (\$205.47), or more, 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. Should more than Twenty Thousand (\$20,000.00) Dollars be paid down, and/or should more than \$10,000.00 be paid on June 1, 1978, the monthly installments on the unpaid purchase price shall remain at \$205.47, or more. Sellers are to retain occupancy, for storage purposes only, the coal room located in the basement of said premises, for a period not to exceed 30 days. Sellers are to retain occupancy rent-free for 30 days and at a daily rental of \$8.33 thereafter for a maximum of 30 additional days, the apartment located on the top floor of said premises. Seller shall in any event surrender occupancy and possession of the apartment on the top floor within 60 days. Utilities are to be pro-rated after date of closing, and seller agrees to deposit with closing agent sufficient funds to pay said utilities to date of payment to be made hereunder shall be ~~deposited~~ deposited to the account of _____ of closing. All payments to be made hereunder shall be ~~deposited~~ deposited to the account of _____ sellers at Columbia Gorge Bank, Stevenson.

As referred to in this contract, "date of closing" shall be March 1, 1978.

(1) 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 or hereafter becoming 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 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 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 assigns shall be held to any covenant respecting the condition of any improvements theron nor shall the purchaser or seller or his assigns be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement related thereto is contained herein or is in writing and 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 if 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 forfeiture 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 this 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 all 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 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 SAFECO 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:

- Printed general exceptions appearing in said policy form;
- Liens or 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
- Any existing contract or contracts under which seller is entitled to hold 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, 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 fulfillments 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, gas, ice 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 reenter 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 at the date first written above,

Luther D. Morgan Ruth Morgan (SEAL)

Keith J. Morgan (SEAL)

STATE OF WASHINGTON,
County of SKAMANIA

On this day personally appeared before me, Luther D. Morgan and Ruth Morgan,
husband and wife, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of February, 1978.

John C. Ryall
Notary Public in and for the State of Washington
including in Stevenson.

5587

WHEN RECORDED, RETURN TO



SAFECO 

SAFECO TITLE INSURANCE COMPANY
COUNTY OF SKAMANIA

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	<i>c</i>
INDEXED	CIR
SEARCHED	
COPIED	
COMPARED	
MAILED	

THIS SPACE WAS RESERVED FOR RECORDER'S USE
MAR 1978
RECORDED MAR 1978
T 140 F 1 M 1978
AS RECORDED IN DOCK 74
SEARCHED AT PAGE 582
REC'D BY SKAMANIA COUNTY, WASH.
John C. Ryall
COUNTY AUDITOR
John C. Ryall