



86096

REAL ESTATE CONTRACT
(FORM A 1064)

BOOK 74 PAGE 557

SK10858

3-10-21-C-1000

THIS CONTRACT, made and entered into this 21 day of April, 1978,

between **JUNIOR EUGENE PHELPS and LONNETTE B. PHELPS, husband and wife,**
 hereinafter called the "seller," and **BERNARD KEITH BANDY and WANDA VIOLET BANDY, 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.
 The following described real property located in Skamania County, State of Washington, to-wit:

Beginning at an iron pipe at the northwest corner of the Southwest Quarter of the Southwest Quarter of Section 21, Township 3 north, Range 10 E.W.M.; thence east 217 feet; thence south 114.75 feet to the north line of the right of way for the Underwood-Willard Highway; thence westerly along the north line of the right of way of the said highway 229.5 feet to intersection with the west line of the said Section 21; thence north 202 feet to the point of beginning;

SUBJECT TO easements and reservations of record.

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

\$40,000.00 Dollars, of which

TEN THOUSAND FIVE HUNDRED-----

\$10,500.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of **AN ADDITIONAL ONE THOUSAND FIVE HUNDRED (\$1,500.00)** shall be paid on or before July 17, 1978 and **TWO HUNDRED FIFTY**-----

\$250.00 Dollars,

or more at purchaser's option, on or before the

5th day of May 1978

and **TWO HUNDRED FIFTY**-----

\$250.00 Dollars.

or more at purchaser's option, on or before the

5th 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 delinquent balance of said purchase price at the

rate of **ten (10%)** per cent per annum from the **15th** day of **April** 1978

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 **Columbia Gorge Bank, Ringen, WA Branch**
 or at such other place as the seller may direct in writing.

5677

TRANSACTION EXCISE TAX

APR 10 1978

Amount Paid: 700.00

Skamania County Treasurer

By Bernard J. Wefring, Jr.As referred to in this contract, "date of closing" shall be **April 15, 1978**

(1) The purchaser assumes and agrees to pay before closing 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, interest or other encumbrance, or has assumed payment of or agreed to pay any such mortgage, interest or other encumbrance, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and theft, and to maintain a company acceptable to the seller and for the seller's benefit, as the interest may appear, and to pay all premiums therefor as to delivery of policies and renewal in need to the seller.

(3) The purchaser agrees that for 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 improvements thereon nor shall the purchaser or seller or the seller's agents or others be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on 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 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 consideration award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied, as payment on the purchase price hereof, unless the seller elects to allow the purchaser to apply all or a portion of such consideration award to the rebuilding or restoration of any 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 expenses of procuring the same shall be deemed to the satisfaction 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 hereof.

(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, and a mortgage 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. Printed general exceptions appearing in said title policy.

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 contracts, 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 by the payments clerk falling due the seller under this contract.

(7) The seller agrees, upon receiving full payments 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, together from date of payment until receipt, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights 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 a right to 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 shall be made by United States Mail, postage pre paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any provision of this contract, including suit to declare any payment made by purchaser void, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums in all 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 under seller's contract and judgment is rendered, 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 of the date first written above.

STATE OF WASHINGTON

County of **Klickitat**

On this day personally appeared before me **JUNIOR L. PHELPS and LONNETTE B. PHELPS**

known to be the individuals described in and who executed the foregoing instrument, and they 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

26

day of April, 1978.

City of White Salmon
Notary Public for the State of Washington
residing at White Salmon, therein.



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME **JOSEPH L. UDALL**
Attorney at Law
ADDRESS **P. O. Box 425**

CITY AND STATE **White Salmon, WA 98672**

REGISTERED
INDEXED
FILED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF SKANAWA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF RECORD FILED BY
OF
AT
WAS RECORDED IN BOOK
* INDEXED AT
RECORDS OF SKANAWA COUNTY, WASH.
COUNTY CLERK