



86132

REAL ESTATE CONTRACT

BOOK 24 PAGE 601

SK-10958
3-7-36-D-5400

THIS CONTRACT, made and entered into this 13th day of April, 1978,
between JACK C. FULLER and WALLINE K. FULLER, husband and wife,

hereinafter called the "seller," and WILLIAM DONALD LANGEN and GLADYS GENEEN LANGEN,
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 1 and 2 of Block Three of JOHNSON'S ADDITION TO THE TOWN OF STEVENSON according to the official plat thereof on file and of record at page 62 of Book A of Plats, Records of Skamania County, Washington.

No. 5693
TRANSACTION EXCISE TAX

APR 14 1978

Amount Paid \$28,000.00

Skamania County Treasurer

The terms and conditions of this contract are as follows: The purchase price is TWENTY-EIGHT THOUSAND and NO/100

NO/100 \$28,000.00 Dollars, of which FIVE THOUSAND and NO/100 \$5,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged; and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Twenty-Three Thousand and No/100 (\$23,000.00) dollars in monthly installments of One Hundred Seventy-Five and No/100 (\$175.00) Dollars commencing on the first day of June, 1978, and on the first day of each month for seventeen (17) consecutive months to and including the first day of November, 1979, and thereafter in monthly installments of Two Hundred Forty-Five and 23/100 (\$245.23) Dollars commencing on the first day of December, 1979, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest from May 1, 1978, at the rate of nine percent (9%) per annum computed upon the monthly balances of the unpaid purchase price and shall be applied first to interest and then to principal. On and after June 1, 1983, the purchasers reserve the right at any time they are 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. Prior to June 1, 1983, the purchasers agree to pay sellers no more than the above specified monthly installments.

All payments to be made hereunder shall be made at P. O. Box 371, Stevenson, Washington 98648, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be April 13, 1978

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments due, and 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, or his interest may appear, and to pay out premiums therefor and to deliver all policies and renewals thereof to the seller.

(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, or his interest may appear, and to pay out 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 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 in 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 securing the 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 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 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 to which the conveyance hereunder is to be made subject, and
- 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.

16) 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 its cost 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:

(a) General taxes payable for the second half of 1978.

(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 hereby required, the seller may make such payment or effect such insurance, and any amount 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 prepaid, 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 payments 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 as 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 WASHINGTON,
County of Skamania

On this day personally appeared before me JACK G. FULLER and WALLINE R. FULLER, his wife,
known to be the said Jack G. Fuller and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their
for the use and purposes therein mentioned.

GIVEN under my hand and seal this 13th day of April, 1978.

WHEN RECORDED, SET IN

Stevenson therein.

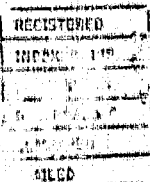
SAFECO SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE



THIS INSTRUMENT WAS FILED FOR RECORD IN THE COUNTY OF SKAMANIA

INDEXED BY THE COUNTY CLERK

OF THE COUNTY OF SKAMANIA, WASHINGTON, WAS RECORDED IN BOOK OF RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR