

843260

REAL ESTATE CONTRACT

21-10970
2-5-14-A-401

THIS CONTRACT, made and entered into this 30th day of April, 1978

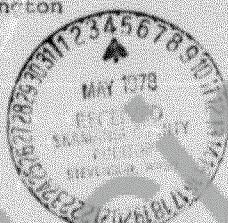
between Thomas L. Tarmichael and Joanne Glass Tarmichael (husband and wife)

hermather called the "seller," and James V. Chriss and Emma F. Chriss (husband and wife)

hereinafter called the "partner."

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

Lot 6 of WHISPERING MILLS RIVER ESTATES according to the official
Plat thereof on file and of Records at Page 130 of Book A of Plats,
Records of Skamania County, Washington 57



5755

The terms and conditions of this contract are as follows: The purchase price is Seven Thousand Five Hundred Dollars (\$7,500.00) of which One Thousand Two Hundred Dollars (\$1,200.00) Dollars have been paid, the amount wherein is herein acknowledged, and the balance of said purchase price shall be paid as follows: Given under date of June 1, 1971, and at intervals of one month thereafter, or more at purchaser's option, on or before the 15th day of each calendar month, for each month exceeding calendar month until the balance of said purchase price shall have been fully paid. The rate of interest is 10% per annum, to pay interest on the diminishing balance of said purchase price at the rate of 10% per annum, on or before the 15th day of each calendar month, commencing July 15, 1971. Which interest shall be payable in advance of each payment, and the balance of each payment applied in reduction of principal. All payments to be made current, and no interest to be charged on any part of such amount given to the lessor.

For the purpose of this Article, "Sales" shall mean the sale of Goods by the Seller to the Buyer for payment or delivery of payment, and "Sale" shall mean the sale of Goods by the Seller to the Buyer for payment or delivery of payment.

As published in the *Journal of Clinical Endocrinology and Metabolism*, 107, 100-105, 1996.

(e) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee heretofore become due 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 or hereafter on said real estate, the purchaser agrees to pay the same before delinquency.

(c) The participant agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on, and real estate measured by the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the a/c and for the a/c's benefit, as his interest may appear, and to pay all premiums thereon and to deliver all policies and renewals thereto to the a/c.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held in any event responsible for the condition of any improvements thereon nor shall the purchaser or seller or the agents of either be held in any event responsible for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or in a written addendum thereto 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 transferred thereto, 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 compensation awarded remaining after payment of reasonable expenses of procuring 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 replacement of any improvement so 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 replacement 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.

(3) 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, bound by the title company, insuring the purchaser to the full amount of the 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 continuing now excepting other than the following:

- a. Printed general exceptions appearing in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance to be underwritten is to be made subject; and
 - c. 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.

(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 therof hereafter subject to the following:

Covenants, Conditions and Restrictions of Record

(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, heat 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 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 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.

James C. Davis
Robert L. Davis
Jeanne Davis, Sealed
Thomas L. Beeson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of

On this day personally appeared before me *Thomas L. FARMICHAEL, Notary Public in and for the State of Washington* to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as *Tom Beck* free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

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day of May 1978.

Notary Public in and for the State of Washington,

reading at 14010 NB 4945T

19020 ER, WA 98602



PIONEER NATIONAL
TITLE INSURANCE

A TICOR COMPANY

Filled for Record at Request of

AFTER RECORDING MAIL TO:

THE STATE OF WASHINGTON COUNTY OF SKAMANIA RECORDER'S USE	
I HEREBY CERTIFY THAT THE VITIMIN INSTRUMENT OF WRITING, FILED BY	
<i>Tom Beck</i>	
AT 1100A.M. May 4 1978	
WAS RECORDED IN BOOK 74	
AT PAGE 315	
REC'D IN REC'D MANNER COUNTY, WASH.	
<i>Tom Beck</i>	
COUNTY AUDITOR	
<i>Tom Beck</i>	

REGISTERED
INDEXED
INDIRECT
RECORDED
COMPARED
MAILED