



85558

REAL ESTATE CONTRACT

BOOK 74 PAGE 74

SK-10659

THIS CONTRACT, made and entered into this 30th day of December, 1977

PETER J. FUNK, J. D. ZIMMERMAN, DONALD JOST, JONIE PETERS, ARNOLD NICKEL, H. B. GLASSEN acting on behalf of various partners doing business as **COLUMBIA RIVER ESTATES**, and **ROBERT L. C. COOLEY and ANNE M. COOLEY, 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:

Tract No. 5 of **COLUMBIA RIVER ESTATES**, as more particularly shown on a survey thereof recorded at Page 364 of Book J of Miscellaneous records under Auditor's File No. 75656, records of Skamania County, Washington.

Said real property being a portion of the Southeast Quarter of the Northeast Quarter and of the Northeast Quarter of the Southeast Quarter of Section 22, Township 2 North, Range 6 East of the W.M.; **TOGETHER WITH** an easement for ingress and egress over and across roads as delineated and more particularly described on a survey recorded at Page 364 of Book J of Miscellaneous records of Skamania County, Washington, and at Page 358 of Book J of Miscellaneous records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Ten Thousand Five Hundred and no/100 ----- \$10,500.00 Dollars of which

Two Thousand One Hundred and no/100 ----- \$2,100.00 Dollars have been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

In monthly installments of Eighty Five and 21/100 \$85.21 Dollars beginning with the 1st day of February, 1978, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at Nine per cent (9%) per annum, 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. Purchaser agrees to pay the balance of the purchase price plus accrued interest thereon within Seven (7) years from the date of this contract, notwithstanding any provision of this contract to the contrary.

No. 5406

TRANSACTION NO. 5406

JAN 10 1978

Amount Paid: \$2,100.00

Skamania County, Washington

All references to be made hereunder shall be made to P.O. Box 167, Redley, California 93654 or to such other place as the seller may direct in writing.

As referred to in this contract "date of closing" shall be December 30, 1977

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate or 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.

(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 against loss or damage by fire, 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 warranty, express or implied, as to the condition of any improvements thereon nor shall the purchaser or seller be the agent of either be held to any express or agreement for alterations, improvements or repairs unless the consent or agreement is set out 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 - full or partial - a failure of consideration, in case any part of said real estate is taken for public use, the portion of the purchase price owed 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 consideration toward 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 S&PFC Title Insurance Company, insuring the purchase 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 non-response hereunder is to be made subject to, 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 made a part of 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 to 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:

Easements, restrictions, covenants and conditions 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, 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 foreclosure 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 WASHINGTON,

County of SKAGANAWA

On this day personally appeared before me Robert C. Cooky and Anne M. Cherry

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 30th day of December, 1977

WHEN RECORDED, RETURN TO

SEAL

SEAL
X Robert C. Cooky SEAL
X Anne M. Cherry SEAL
Robert C. Cooky and Anne M. Cherry
Notary Public in and for the State of Washington
residing at the above

SAFECO SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

| | |
|------------|-----|
| REGISTERED | EX |
| INDEXED | DIR |
| FILED | ST |
| RECORDED | |
| EXAMINED | |
| FILED | |

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAGANAWA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF DEED FILED BY
Steve Lytle
OF Stevenson, W.A.
AT 4:00 P.M. January 19 78
WAS RECORDED IN BOOK 74
OF Deeds AT PAGE 24
RECORD OF SKAGANAWA COUNTY, WASH.
E. Mearns
COUNTY AUDITOR
DEPUTY

85558

BOOK 74 PAGE 76

Attachment to Real Estate Contract dated December 30, 1977

Donald J. Jost
Jonie Peters
J.D. Zimmerman
Arnold Nickel
H.B. Hansen

STATE OF CALIFORNIA)
) ss
 COUNTY OF Desire)

On this day personally appeared before me PETER J. PUNK, J. D. ZIMMERMAN, DONALD JOST, JONIE PETERS, ARNOLD NICKEL and H. B. HANSEN, 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 their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of December, 1977.

Notary Public in and for the State of California, residing at
 My commission expires 1980