

SK10845-
2-5-19-306REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between PATSY L. HARADA, an unmarried person, hereinafter referred to as "Seller", and MICHAEL K. FITCH and BETTYE H. FITCH, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

The North half of the West half of the West half of the Southeast quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.
TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the East sixty (60) feet of the South half of the West half of the West half of the Southeast quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.
SUBJECT TO easement granted to Kenneth E. Locke, et ux, for water pipeline and ingress and egress for the purpose of repairing and maintaining said pipeline as reflected in real estate contract bearing date of September 27, 1971.

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AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of THIRTEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$13,900.00), of which Purchaser has paid to Seller the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) upon the execution of this

contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$8,900.00 shall be due and payable in monthly installments of ONE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$113.00), or more at Purchaser's option, commencing thirty (30) days after the date of this contract and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from the date of this contract at the rate of nine percent (9%) per annum, and the monthly installments shall be first applied to the interest accruing from month to month, and the balance credited to the principal.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1977. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Such real property taxes for the current year shall be prorated between the parties as of the date of this instrument.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on the date of this contract and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided,

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or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. ADDITIONAL COVENANTS:

(a) Seller agrees to furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

(b) It is acknowledged that Seller is presently acquiring the above described real property by executory real estate contract from John R. Carroll and Seller covenants to make all payments required thereby to the end that the property herein will be conveyed to Purchaser upon the final payment and performance of this contract free and clear of the lien of such contract. If Seller shall neglect any payments required by said executory contract, then Purchaser may, at his election, make any such payments in order to protect his interest in the property, and any sums so paid by Purchaser shall be credited to the monthly installments next coming due pursuant to this contract. In this regard, Seller agrees to establish an escrow account at a bank of Seller's choice for collection of the within contract and payment of the aforesaid Carroll contract.

(c) Seller further grants to Purchaser a license to use a portion of her existing driveway extending from Newquist Road in a Northerly direction for ingress and egress to connect with the easement hereinabove described, which license may be terminated by Seller or her successors in interest upon reasonable, and in any event not less than thirty (30) days, notice to Purchaser or their successors in interest.

IN WITNESS WHEREOF, the parties have executed this instrument this 15 day of May, 1978.

Fatsy L. Nakada
Fatsy L. Nakada

SELLER

Michael K. Fitch
Michael K. Fitch
Bettye H. Fitch
Bettye H. Fitch

PURCHASER

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STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me PATSY L. HARADA, MICHAEL K. FITCH and BETTYE H. FITCH, 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 15th day of May, 1978.

Kenneth J. Haddock
Notary Public in and for the State
of Washington, residing at
Wentworth

Unofficial Copy