



86458

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 74 PAGE 376

SAFECO

ES-20
SK-10948
2-6-22-603

THIS CONTRACT, made and entered into this 19 day of May 1978

between Joseph R. Smith and Loeva M. Smith, husband and wife

hereinafter called the "seller," and

Arthur L. Palmer, a single man

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.

A tract of land in the Southwest Quarter of the Southeast Quarter of Section 22 Township 2 North, Range 6 E.W.M., Described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 740.18 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF TRACT OF LAND CONVEYED TO DENNIS P. MINER, ET UX, BY DEED RECORDED NOVEMBER 9, 1977 UNDER AUDITORS FILE NO. 15244, IN VOLUME 73 OF DEEDS, PAGE 776, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 842.41 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN CONTRACT TO ALAN G. BAILEY, ET UX, RECORDED AUGUST 9, 1973, UNDER AUDITORS FILE NO. 76461, IN VOLUME 65 OF DEEDS, PAGE 570, RECORDS OF SKAMANIA COUNTY, WASHINGTON THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT A DISTANCE OF 736.98 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SECTION 22; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 837.17 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

The terms and conditions of this contract are as follows:

Nineteen Thousand and 00/100

\$19,000.00 Dollars of which

One Thousand Six Hundred and 00/100 \$1,600.00 Dollars have been paid, the balance of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Sixty and 00/100

\$160.00 Dollars

is to be paid at purchaser's option, on or before the

19th day of June

1978

and One Hundred Sixty and 00/100

\$160.00 Dollars

or more at purchaser's option, on or before the 19th day of each succeeding month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price at the rate of 3.55 percent per annum, compounded annually, from the date of each payment until the balance of said purchase price shall have been fully paid. The interest shall be paid on the 15th day of May, 1978, and on each anniversary of that date thereafter.

All payments to be made by purchaser shall be made at or at such other place as the seller may direct by writing.

It is a condition of this agreement that the entire balance will be paid within Seven (7) years from date hereof.

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As referred to in the deed of conveyance dated 19TH May 1978

(1) The purchaser assumes and agrees to pay before the closing all taxes and assessments that may be levied on the real estate prior to the closing of this deed, and if the purchaser has not paid any mortgage, contract or other obligation, or has not paid any of the taxes or assessments levied on the real estate, the purchaser agrees to pay the same before closing.

(2) The purchaser agrees, once 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 fire and damage by both fire and earthquake 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 his interest in said real estate is subject to the lien of any mortgage or other obligation which may be levied on the real estate, and that the purchaser or seller of it is to be held to any reasonable obligation for restoration, improvement or repairs upon the completion of agreement herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability of damage to or destruction of any improvements now on and real estate, or hereafter placed thereon, and of the building of said real estate or any part thereof for public use, and agrees that no such damage, destruction or loss shall constitute a breach of this contract. 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 procuring the same shall be paid to the seller and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser to assume all or a portion of such condemnation award to the satisfaction of any improvements damaged by such taking, in case of damage or destruction from a part of the proceeds of such award and remaining after payment of the reasonable expense of procuring the same shall be applied to the restoration or rebuilding of such improvements within a reasonable time, and the purchaser agrees that said proceeds shall be paid to the seller for application on the purchase price hereon.

(5) The seller has delivered an agreement to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, to a commitment holder, 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:

- Recorded general exceptions appearing in said policy form.
 - Liens or encumbrances which by the terms of this contract the purchaser is to assume, or is to which the conveyance hereunder is to be made subject, and
 - Any existing contract or contracts under which seller is paying 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 shall be deemed defects in seller's title.
- (6) If the seller is to said real estate is subject to an existing contract or contracts under which seller is purchasing and said real estate, or any mortgage or other obligation, 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 then falling due. The seller under this contract.

17) 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 **INDELLMENT**
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:

deed to said real estate, excepting any

1. AN EXECUTORY CONTRACT OF SALE AND PURCHASE DATED SEPTEMBER 1, 1972, WHEREIN GENERAL HOLDING CORPORATION, A WASHINGTON CORPORATION, IS SELLER AND JOSEPH R. SMITH AND LOEVA M. SMITH, HUSBAND AND WIFE, ARE PURCHASERS: RECORDED SEPTEMBER 8, 1972, AT PAGE 437 OF BOOK 64 OF DEEDS, UNDER AUDITOR'S FILE NO. 75218, RECORDS OF SKAMANIA COUNTY, WASHINGTON.
2. EASEMENTS AND RIGHT OF WAY FOR PUBLIC ROADS, INCLUDING EASEMENTS AND RIGHTS OF WAY FOR COUNTY ROAD NO. 1014 DESIGNATED AS THE WOODARD CREEK ROAD.

(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, install 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 forfeiture and termination of purchaser's rights may 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 covenant of this contract, including suit to enforce 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.

Arthur L. Palmer
Arthur L. Palmer, a single man

(SEAL)

(SEAL)

(SEAL)

Joseph R. Smith

STATE OF WASHINGTON,

County of CLALLAM

Loeva M. Smith

(SEAL)

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as *here* free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

19th day of May 1978

John A. Smith
Notary Public in and for the State of Washington

Residing at *Kelso, Wa.*



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <i>Arthur L. Palmer</i>
OF <i>Skamania County</i>
AT <i>1:30 P.M. May 25, 1978</i>
WAS RECORDED IN BOOK <i>74</i>
OF <i>Deeds</i> AT PAGE <i>877</i>
RECORDS OF SKAMANIA COUNTY, WASH.
<i>John A. Smith</i> COUNTY AUDITOR