

86500

REAL ESTATE CONTRACT

BOOK 77 PAGE 933

SAFECO
PROST

THIS CONTRACT, made and entered into this 6th day of June, 1978
 between MILES FARIS and ROSEMARY C. FARIS, husband and wife,
 hereinafter called the "seller," and EARL R. ELLIOTT and VIOLA ELLIOTT, 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:

All that portion of Lot 2 of SKAMANIA LIGHT & POWER COMPANY'S ELECTRIC ADDITION, according to the official plat thereof, recorded in Book "A" of Plats, Page 42, Records Of Skamania County, Washington, in Section 36, Township 3 North, Range 7 East of the N. M., lying Southerly of the right of way for that certain county road formerly designated as the Rock Creek Road now designated as the Loop Road.

The terms and conditions of this contract are as follows: The purchase price is SEVENY THOUSAND AND NO/100-- \$70,000.00 Dollars, of which \$35,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of the purchase price, being \$35,000.00, shall be payable on September 7, 1978. Said pay-off date is contingent upon completion of the sale of purchasers' residence in Bakersfield, California. Should said residence not be sold, purchasers shall execute a note and mortgage payable January 1st sellers covering said premises as security for the balance of the purchase price, and sellers shall give a warranty deed to purchasers conveying said premises. The said balance of the purchase price shall at all times bear interest at the rate of ten per cent (10%) per annum. Sale includes personal property, as follows: Franklin Stove, dishwasher and all draped and curtains.

All payments to be made hereunder shall be made at the rate of one and one-half percent (1 1/2%) per month in advance of the due date.

As required by law, a copy of this instrument shall be filed.

1. The buyer, purchaser, and agrees to pay twice delinquent all taxes and assessments that may as between grantor and grantee become a lien on the real estate, and it is the intent 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, fees or assessments now or hereafter levied or imposed, 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 or erected on the property in good condition, and to repair against loss or damage by high fire and wind storm in a company acceptable to the seller and to the title company, or his agent may appear, and to pay all premiums therefor and to deliver all policies and receipts 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 agents shall be held to any covenant respecting the condition of any improvements thereto nor shall the purchaser or seller or lessors of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is specifically set forth in this instrument or is written and attached to and made a part of this contract.

4. The purchaser agrees all hazards of damage to destruction of any improvements whether said real estate or herein after placed thereon 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 non-delivery, in case any part of said real estate is taken for public use, ten percent of the consideration on account contracted after payment of reasonable expenses of recovering the same shall be paid to the seller and applied as a credit on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward the resubdivision or restoration of any improvement damaged by such taking. In case of damage to real estate arising from a peril inscribed against, the proceeds of such insurance remaining after payment of the reasonable amount of insurance thereon shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, and the insurance contracts that said proceeds shall be paid to the seller for application on the purchase price herein.

5. The seller has executed, 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 thereto, insuring SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price, against title or against the record of defects in said real estate as of the date of closing and containing no exceptions other than those mentioned.

6. Purchaser agrees to finance in trust policy form.

7. Insurance which by the terms of this contract the purchaser is to assume, as of the date of closing, which the conveyance, if any, is to be made without, and.

8. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation which may arise by this contract, agrees to pay, none of which for the purpose of this paragraph (8) shall be deemed a part of this contract.

- (1) If seller's title to said real estate is subject to an existing contract or encumbrance under which seller is obligated 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 thereafter under this contract.
- (2) 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** of said real estate, excepting any portion hereof 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 and rights of way for public roads over and across said premises.

(3) 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 of any nature, water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchased is granted to possession.

(4) 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.

(5) 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, less accumulated 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, and other papers with respect to this instrument or termination or non-renewal of this instrument may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

(6) 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 incurred with such suit, which sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to enjoin or adjudicate the terms of this instrument, the purchaser's rights hereunder and payment as set forth, the purchaser agrees to pay a reasonable sum as attorney's fees and costs and expenses, in connection with such suit, and also the reasonable cost of keeping records to determine the amount on or before the date when suit is commenced, which sum 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 22 day of June, 1978.

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me **MILES PARIS and ROSE MARY C. PARIS**, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and who, to my knowledge, they signed the same as their true and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and office of notary

day of June, 1978.

WHEN RECORDED, RETURN TO:

SAFECO  **SAFECO TITLE INSURANCE COMPANY**

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR. E
SEARCHED: E
RECORDED: E
COPIED: E
MAILED: E

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED AT

AT SAFECO ON 6-22-78 M.P.T.

WAS RECEIVED IN RECORD

ON 6-22-78 AT SAFECO M.P.T.

SIGNATURE OF RECORDER OR CLERK OF RECORDER

RECORDER OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR