

REAL ESTATE CONTRACT

5890

THIS CONTRACT, made and entered into this 14th day of June, 1978 between JOSEPH R. SMITH and LORVA MARIE SMITH, Husband and Wife

No. TRANSACTION EXCISE TAX JUN 16 1978

hereinafter called the "seller," and THOMAS D. RUSHING and DONNA M. RUSHING, Husband and Wife

By [Signature] Skamania County Treasurer

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 parcel of land in the Northeast Quarter of the Northeast Quarter of Section 28 and in the Northwest Quarter of the Northwest Quarter of Section 29, Township 2 North, Range 6 E.W.M., Skamania County, Washington, DESCRIBED AS FOLLOWS:

BEGINNING at a point on the West line of the Northwest Quarter of the Northwest Quarter of Section 28, South 0°18'54" East 494.22 feet from the Northwest corner thereof; Thence South 69°45'28" East 1300.53 feet to the East line of the said Northwest Quarter of the Northwest Quarter; Thence South 0°18'24" West along said East line 320.39 feet; Thence North 89°27'15" West parallel with the South line of said Northwest Quarter of the Northwest Quarter 1464.96 feet to the centerline of Duncan Creek County Rd.; Thence along said centerline North 72° 44'54" West 171.50 feet; Thence along the arc of a 100 foot radius curve to the right for an arc distance of 86.52 feet; Thence along the arc of a 300 foot radius curve to the left for an arc distance of 213.80 feet; Thence along the arc of a 150 foot radius curve to the right for an arc distance of 110.58 feet; Thence (leaving said centerline) South 87°36'07" East 610.71 feet to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is TWENTY-SEVEN THOUSAND AND NO/100

(\$ 27,000.00) Dollars, of which TWO THOUSAND AND NO/100 (\$ 2,000.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED FIFTY AND NO/100 (\$ 250.00) Dollars,

or more at purchaser's option, on or before the 14th day of July, 1978,

and TWO HUNDRED FIFTY AND NO/100 (\$ 250.00) Dollars,

or more at purchaser's option, on or before the 14th day of each succeeding calendar month until the balance of said

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price

at the rate of 10 1/2 per cent per annum from the 14th day of June, 1978,

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 11411 N.W. 72nd Ave., Vancouver, Washington 98665

or at such other place as the seller may direct in writing.

Contract balance due and payable 7 years from date of closing.

Purchaser shall have the right to release acreage with seller's mutual consent on said acreage, at the rate of \$2,500.00 per acre. This to be in addition to down payment at commencement of Real Estate Contract and monthly installments. Buyer shall provide cost of said acreage survey and/or release. Release of said acreage shall not hinder or block access to remaining acreage and shall be mutually agreed upon by seller and purchaser.

As referred to in this contract, the date of closing shall be June 11, 1978.

(1) The purchaser agrees and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on this real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage contract or other encumbrance, or has not made 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 building now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both 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 covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is 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 improvement 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 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 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 herein until the seller elects to allow the purchaser to apply all or a portion of such condemnation award to 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 Transamerica 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:

- 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 hereunder 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 mortgage 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 ~~Standard~~ Real Estate Contract 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:

Those 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 as 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 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 one 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 of the commencement of such suit, 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 day and year first above written.

Handwritten signatures of Joseph R. & Leona M. Smith and Notary Public.

STATE OF WASHINGTON
COUNTY OF KRAMERIA
On this day personally appeared before me Joseph R. & Leona M. Smith, wife 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 their free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF WASHINGTON
COUNTY OF
On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that the said corporation authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.
Witness my hand and official seal hereto affixed the day and year first above written.

GIVEN under my hand and official seal this day of November, 1978.
Notary Public in and for the State of Washington, residing at

Notary Public in and for the State of Washington, residing at

Transamerica Title Insurance Services

Transamerica Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE: COUNTY OF SKAMANIA

86588

ALIAS FOR RECORD AT REQUEST OF

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Special E. Smith OF 1141076, 72nd Ave AT 11:00 A.M. 6-15-78 WAS RECORDED IN BOOK 74 OF 1141076 AT 11:00 A.M. 6-15-78

WHEN RECORDED SET AN TO JUN 1978
Name
Address
City, State, Zip

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

REC'D BY COUNTY CLERK
COUNTY CLERK