



86658

REAL ESTATE CONTRACT
(FCR-A-1964)

BOOK 24 PAGE 291

SK11067
2-5-31-CD-1000

THIS CONTRACT, made and entered into this 16 day of June, 1978

between JESSE DARRELL LEWIS and PHYLLIS LEWIS, husband and wife,

hereinafter called the "seller," and COLONEL THOMAS R. WADDLETON and WANDA M. WADDLETON, 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:

Lots 3 and 4 of MALVAIT RIVER FRONT TRACTS in Section 31, Township 2 North, Range 5 E.C.M., according to the official plat thereof on file and of record at Page 123 of Book A of Plats, records of Skamania County, Washington.

SUBJECT TO:

1. Contract of Sale dated November 8, 1966, and recorded November 10, 1966, in Book 56, at Page 368, under Auditor's File No. 67752. Affects Parcel 4.
2. Reservations and restrictions as shown on the face of the plat.
3. Any question that may arise due to shifting or change in the course of the Washougal River or due to said River having changed its course.

The terms and conditions of this contract are as follows. The purchase price is TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100-

SIX THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100-----\$ 26,500.00 1 Dollars, of which
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED SEVENTY-FIVE AND NO/100-----\$ 175.00 1 Dollars,
 or more at purchaser's option, on or before the 16 day of July 1978

and ONE HUNDRED SEVENTY-FIVE AND NO/100-----\$ 175.00 1 Dollars,
 or more at purchaser's option, on or before the 16 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 9 3/4 % per cent per annum from the 16 day of June 1978

All payments to be made hereunder shall be made to
 VANCOUVER FEDERAL SAVINGS AND LOAN
 at its office at the address hereinafter set forth.
 P.O. Box 1033 Camas, Washington 98607

It is a condition of this agreement that entire balance is to be paid no later than fifteen (15) years from date hereof.

It is a further condition of this agreement that purchaser pay not more than 29% of original principal balance in 1978.

It is a further condition of this agreement that when principal balance reaches \$13,250.00, a deed release will be granted from seller on Parcel 4, for construction purposes. *SEE BACK OF PAGE

As returned to the seller on this 16th day of June, 1978

(1) The seller hereby warrants and agrees to pay, before the closing, all taxes and assessments that may be levied against the property hereunder and to pay, before the closing, all taxes and assessments that may be levied against the property hereunder and to pay, before the closing, all taxes and assessments that may be levied against the property hereunder.

(2) The purchaser agrees to pay the purchase price in cash, or by check, or by bank draft, or by any other method of payment acceptable to the seller, and to pay, before the closing, all taxes and assessments that may be levied against the property hereunder.

(3) The purchaser agrees to pay the purchase price in cash, or by check, or by bank draft, or by any other method of payment acceptable to the seller, and to pay, before the closing, all taxes and assessments that may be levied against the property hereunder.

(4) The purchaser agrees to pay the purchase price in cash, or by check, or by bank draft, or by any other method of payment acceptable to the seller, and to pay, before the closing, all taxes and assessments that may be levied against the property hereunder.

(5) The seller hereby warrants and agrees to pay, before the closing, all taxes and assessments that may be levied against the property hereunder.

(6) Printed general exceptions appearing in said policy form.

(7) Title on encumbrances which by the terms of this contract the purchaser is to acquire, or as to which the conveyance hereunder is to be made to him, and

(8) Any existing mortgage or contract under which there is a lien on the land sold, or any mortgage or other obligation, which seller by this contract agrees to pay, or which he shall pay the purchase of this conveyance shall be a lien on the land.

(9) If seller is not a party to said real estate, or if there is an existing contract or contract under which there is a lien on the land sold, or any mortgage or other obligation which seller is to pay, or which he shall pay the purchase of this conveyance shall be a lien on the land, the purchaser shall have the right to reject any such contract, or any mortgage or other obligation, and upon default, the payments hereunder shall be applied to the payment of the debt under the 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

part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of filing through any person other than the seller, and subject to the following:

1. Reservations and restrictions as shown on the recorded plat.
 2. Any question that may arise due to shifting or change in the course of the Washougal River or due to said River having changed its course.
- *It is a further condition of this agreement that purchaser covenants that he will not assign, transfer, sell, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the prior written consent of the seller.

(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 and 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 hereon, 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 last known address.

(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.



x Jesse Darrell Lewis (SEAL)

x Phyllis Lewis (SEAL)

x Colonel Thomas R. Waddleton (SEAL)

x Wanda M. Waddleton (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Jesse Darrell Lewis and Phyllis Lewis

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 12 day of June, 1978

No. 7012
TRANSACTION EXCISE TAX

County Public in and for the State of Washington
Vancouver

JUN 20 1978
Amount Paid \$26.50

By *[Signature]*
Skeena County Recorder



SAFECO TITLE INSURANCE COMPANY

86658

Filed for Record at Request of

NAME Jesse Darrell Lewis

ADDRESS 1203 K Street

CITY AND STATE Washougal, WA 98671

REGISTERED
INDEXED: CIR
INDEXED: B
RECORDED:
COMPARED
FILED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON	
COUNTY OF SKAMIA WA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>[Signature]</i>	
OF <i>[Signature]</i>	
AT <i>[Signature]</i> 1978	
WAS RECORDED IN BOOK 21	
OF DECEMBER 1978	
RECORDS OF SKAMIA COUNTY, WASH.	
<i>[Signature]</i>	
COUNTY CLERK	