

86837

BOOK 75 PAGE 112

SK 11088

A11004

2-5-23-C-1500

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 8th day of July, 1978

between JOHN E. HAMILTON and VIOLETTE G. HAMILTON, husband and wife,

hereinafter called the "seller," and MARSHALL W. DAVIS and BEATRICE E. DAVIS, husband & wife,  
AND WILLIAM K. SWANSON and CORRINE I. SWANSON, 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:Lot 11, Block 1 of RIVER GLEN on the Washougal; according to the official  
plat thereof, on file and of record at page 132 of Book "A" of Plats,  
records of Skamania County, Washington.SUBJECT TO: An undivided interest in all of the Oil, Gas and Other  
Minerals on the real estate and other property conveyed to Prindle Mountain  
Quarry, Inc., a Washington corporation, under Auditor's File No. 67253.  
Restrictive covenants, relating to construction of septic tanks and  
prohibiting pollution of the Washougal River, under Auditor's File No.  
33574.

The terms and conditions of this contract are as follows: The purchase price is SEVEN THOUSAND EIGHT HUNDRED  
AND NO/100ths (\$ 7,800.00 ) Dollars, of which  
ONE THOUSAND AND NO/100ths (\$ 1,000.00 ) Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
ONE HUNDRED AND NO/100ths \$ 100.00 ) Dollars,  
or more at purchaser's option, on or before the 31st day of August, 1978,  
and ONE HUNDRED AND NO/100ths \$ 100.00 ) Dollars,  
or more at purchaser's option, on or before the 13th 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 13th day of July, 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  
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be July 13, 1978

(1) The purchaser assumes and pay before delinquency all taxes and assessments that may at any time between grantor and grantee  
hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage,  
contract or other encumbrance, or has assumed 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 buildings now and hereafter placed on said real estate  
insured to the actual cash value thereof against loss or damage by both fire and wind storm in a company acceptable to the seller and for  
the seller's benefit, in 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 agents shall be held  
to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to  
any covenant or agreement for alterations, improvement 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 hazard of damage to or destruction of any improvements now on said real estate or hereafter placed  
thereon, and if the taking of said real estate or any part thereof for public use and agree that for 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 expense of procuring the same shall be paid to the seller and applied as payment on the purchase  
price herein unless 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 a 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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 contract 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 statutory warranty fulfillment 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:

Auditor's File No. 57253 to Prindle Mountain Quarry, Inc.  
Restrictive covenants, recorded under Auditor's File No. 33574.

(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 after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment hereunder 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 be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to foreclosure 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 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 herein have executed this instrument as of the date first written above:

William K. Swanson  
William K. Swanson

Corrine I. Swanson  
Corrine I. Swanson

John E. Hamilton  
John E. Hamilton

Violet G. Hamilton  
Violet G. Hamilton

Beatrice E. Davis  
Beatrice E. Davis

STATE OF WASHINGTON,

County of Clark

ss.

Beatrice E. Davis

Beatrice E. Davis

On this day personally appeared before me John E. Hamilton & Violet G. Hamilton, to me known to be the individual(s) 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

5th

day of

July

1978

Paul B. King  
Notary Public in and for the State of Washington,

residing at Perma

86837



PIONEER NATIONAL  
TITLE INSURANCE

ATTORNEY COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

|                                      |  |
|--------------------------------------|--|
| STATE OF WASHINGTON                  |  |
| COUNTY OF SKAMANIA OR RECORDER'S USE |  |
| I HEREBY CERTIFY THAT THE WITHIN     |  |
| INSTRUMENT OF WRITING, FILED BY      |  |
| <u>Shirley L. Smith</u>              |  |
| OF <u>Skamania County</u>            |  |
| AT <u>11:00 A.M. July 13, 1978</u>   |  |
| WAS RECORDED IN BOOK <u>75</u>       |  |
| OF <u>Deer</u> AT PAGE <u>113</u>    |  |
| RECORDS OF SKAMANIA COUNTY, WASH.    |  |
| <u>SP 7-13-78</u>                    |  |
| COUNTY CLERK                         |  |
| BY <u>Shirley L. Smith</u>           |  |

|               |                                     |
|---------------|-------------------------------------|
| REGISTERED    | <input checked="" type="checkbox"/> |
| INDEXED: DIR. | <input checked="" type="checkbox"/> |
| INDIRECT      | <input checked="" type="checkbox"/> |
| RECORDED      | <input checked="" type="checkbox"/> |
| COMPARED      | <input checked="" type="checkbox"/> |
| MAILED        | <input checked="" type="checkbox"/> |