

86994

REAL ESTATE CONTRACT

695-4495

SK10925  
2-5-52917

THIS CONTRACT, made and entered into this 7th day of August, 1978

between DON A. ANDERSON and JOANNE I. ANDERSON, husband and wife and DAN BUNN, INC., a Washington corporation,

hereinafter called the "seller," and MATT S. MASCO and KATHLEEN E. MASCO, 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 2, DON A. ANDERSON, SHORT PLAT, recorded March 27, 1978, under Auditor's File No. 86003, records of Skamania County, Washington.

SUBJECT TO: Trust Agreement recorded under Auditor's File No. 67998; Contract of Sale under Auditor's File No. 84914; Contract of Sale under Auditor's File No. 75126.

The terms and conditions of this contract are as follows: The purchase price is TWELVE THOUSAND FIVE HUNDRED AND NO/100ths (\$ 12,500.00 ) Dollars, of which ONE THOUSAND TWO HUNDRED FIFTY AND NO/100ths (\$ 1,250.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
ONE HUNDRED FIFTY AND NO/100ths (\$ 150.00 ) Dollars, or more at purchaser's option, on or before the 10th day of September, 1978, and ONE HUNDRED FIFTY AND NO/100ths (\$ 150.00 ) Dollars, or more at purchaser's option, on or before the 10th 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% per cent per annum from the 10th day of August, 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 direct to sellers or at such other place as the seller may direct in writing: c/o 17231 S. E. Evergreen Blvd, Camas, Washington 98607

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREIN: 6068

1. Purchaser will cash out in seven years.

TRANSACTION OFFICE

AUG 10 1978  
MATT S. MASCO  
KATHLEEN E. MASCO  
Skamania County Treasurer

As referred to in this contract, "date of closing" shall be August 10, 1978

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser is assumed payment of any mortgage, contract or other lien or charge, 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 closing.

(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 fire 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 improvements 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 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 30 days of the date of closing a purchaser's policy of title insured in standard form, or a commitment therefor, issued by a bona fide 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 herein;
- 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.

Transmitted in compliance with County subdivision requirements  
Skamania County Assessor - By: 6068

2-10-573 & 512-10925

(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:

none

(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 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 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 right 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

*Kathleen E. Masco*  
Kathleen E. Masco

*Don A. Anderson* (SEAL)  
Don A. Anderson

DAN BURN, INC. a Washington corp.  
By: *Daniel E. Burn*

*Joanne E. Anderson* (SEAL)  
Joanne E. Anderson

DANIEL E. BURN, PRESIDENT  
STATE OF WASHINGTON

By: Don A. Anderson, atty in fact (SEAL)  
Matt S. Masco *M. S. Masco*

County of

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  
signed the same as  
free and volun act and deed for the uses and purposes  
therein mentioned.

GIVEN under my hand and official seal this day of

Notary Public in and for the State of Washington,

residing at



ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

COUNTY OF WASHINGTON RECORDER  
I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OR INSTRUMENTS FILED BY *Sheila Smith* OR *Stevens* ON *10/30/78* AT *10:30 AM* IN BOOK *70* PAGE *233* WAS RECORDED IN BOOK *70* AT PAGE *233* RECORDS OF WASHINGTON COUNTY, WASH. *Sp. Todd* COUNTY CLERK

REGISTERED   
INDEXED   
FILED   
RECORDED   
COMPARED   
MAILED



SUBJECT TO: Trust Agreement, recorded in Auditor's File No. 84914; Contract of Sale under Auditor's File No. 75126.

The terms and conditions of this contract are as follows: The purchase price is **TWELVE THOUSAND FIVE HUNDRED AND NO/100ths** (\$ 12,500.00 ) Dollars, of which **ONE THOUSAND TWO HUNDRED FIFTY AND NO/100ths** (\$ 1,250.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

**ONE HUNDRED FIFTY AND NO/100ths** (\$ 150.00 ) Dollars, or more at purchaser's option, on or before the **10th** day of **September**, 1978, and **ONE HUNDRED FIFTY AND NO/100ths** (\$ 150.00 ) Dollars, or more at purchaser's option, on or before the **10th** 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%** per cent per annum from the **10th** day of **August**, 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 **direct to sellers** or at such other place as the seller may direct in writing. **c/o 17231 S. E. Evergreen Blvd. Camas, Washington 98607**

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREBY **6063**

1. Purchaser will cash out in seven years.

TRANSACTION EXCISE TAX

AUG 9 1978  
 August 9, 1978  
 Nathan S. Skelton  
 Skamania County Treasurer

As referred to in this contract, "date of closing" shall be August 10, 1978

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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 windstorm in a company acceptable to the seller and for the seller's benefit, as his interests 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 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, improvements or repairs, unless the covenant or agreement relied on is contained herein or 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 improvements 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 and payment on the purchase price 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 unless the seller agrees to allow the purchaser to apply all or a portion of such consideration toward 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 expenses of procuring the same shall be deposited to the restoration or rebuilding of such improvements within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereof.
- (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 said policy form or a commitment thereof, 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:
  - 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 to; 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.

2-105593 + SR-10905

STATE OF WASHINGTON }  
 County of CLATSOP }

On this 2th day of August, A. D. 1978, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, duly commissioned and sworn, personally appeared JOHN A. ANDERSON and ETHEL and to you known to be the individual described in and who executed the foregoing instrument for ETHEL self and to you known to be the individual described in and who executed the foregoing instrument for ETHEL also therein described, and acknowledged to me that as attorney in fact of JOANNE I. ANDERSON also therein described, and acknowledged to me that he signed and sealed the same as ETHEL voluntary act and deed and as the free and voluntary act and deed of the said JOANNE I. ANDERSON for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said JOANNE I. ANDERSON is now living.

WITNESS my hand and official seal here to affixed the day and year in this certificate above written.  
Nathan S. Skelton  
 Notary Public in and for the State of Washington  
 residing at Camas, Washington

If the state of a county, suit to insure the... with such sum, ...  
 entered, the purchaser agrees to pay a reasonable... 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.

Kathleen E. Masco  
 Kathleen E. Masco

Don A. Anderson (SEAL)  
 Don A. Anderson

DAN BUNN, INC., a Washington corp.

Joanne L. Anderson (SEAL)  
 Joanne L. Anderson

By: Daniel E. Bunn

By: Don A. Anderson, atty in fact (SEAL)

DANIEL E. BUNN, PRESIDENT  
 STATE OF WASHINGTON,

Matt S. Masco (SEAL)  
 Matt S. Masco

County of \_\_\_\_\_

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

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_

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



**PIONEER NATIONAL  
 TITLE INSURANCE**

A TIKOR COMPANY

Filed for Record at Request of \_\_\_\_\_

AFTER RECORDING MAIL TO:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF WASHINGTON  
 COUNTY OF PIERCE, EDW. RECORDS USE

I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT OF WITHIN FILED BY  
Mrs. E. P. Little  
 OF Steverson, Wa  
 AT 12:30 P.M. Aug 9 1978  
 WAS RECORDED IN BOOK 75  
 OF Block AT PAGE 233  
 OFFICE OF SNOHOMISH COUNTY, WASH.  
E. P. Little  
 COUNTY CLERK  
W. W. Astor

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

STATE OF OREGON  
 County of Musconine

On this 2nd day of August A. D. 1978, before me, the under-  
 signed, a Notary Public in and for the State of OREGON, duly commissioned  
 and sworn personally appeared DANIEL E. BUNN \_\_\_\_\_  
 to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ respectively, of  
DAN BUNN, INC., an Oregon Corporation

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 \_\_\_\_\_ he  
 he was \_\_\_\_\_ 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 this \_\_\_\_\_ day and year in this certificate above written.

Shirley M. ...  
 Notary Public in and for the State of Oregon  
 My Comm. Exp. 9-24-81 residing at ... Ok