

87003

REAL ESTATE CONTRACT (FORM A-1984)

SE-11089

THIS CONTRACT, made and entered into this 10th day of August, 1978,

between ALAN G. BAILEY and BELINDA BAILEY, husband and wife,

hereafter called the "seller," and TERRY P. CHAMBERLIN and CORAON CHAMBERLIN, husband and wife,

known after called the "purchaser," WYNESETH: 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:

(See Schedule "A" Attached)



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

(\$14,000.00) Dollars, of which FOUR THOUSAND AND NO/100----- (\$4,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: ONE HUNDRED

TWENTY SIX and 68/100----- is 126.68 Dollars,

or more at purchaser's option, on or before the 15th day of September, 1978,

and ONE HUNDRED TWENTY SIX and 68/100----- is 126.68 Dollars,

or more at purchaser's option, on or before the 15th day of each succeeding month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price at the rate of Nine (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 or at such other place as the seller may direct in writing.

6069

re August 10, 1978

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

- (1) The purchaser agrees and agrees to pay before delivery all taxes and assessments that may be levied between grantor and grantee hereafter become a lien on said real estate, and to be the terms of this contract that the purchaser has assumed payment of any mortgage, contract or other obligation, or has assumed payment of or agrees to pay the same or any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delivery.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the improvements at hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by fire, lightning, explosion or any other cause, the policy being 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 respecting the condition of any improvements, thereon or of all thereon, here or hereafter, or the repairs of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement thereon 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 and real estate or hereafter placed thereon, and of the taking of said real estate in any part thereof for public use, and agrees that neither 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 in part 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 fire, explosion or other cause, the proceeds of such insurance, maturing after payment of the reasonable expense of procuring the same shall be deducted in 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 SAFELO 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 exception, 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 shall be deemed defects on seller's title.
- (6) If seller's title to said real estate is subject to an existing contract or contracts under which either is purchasing said real estate, or any mortgage or other obligation which seller in to pay, seller agrees to make such payments necessary to remove the default, and any payments to made shall be applied to the payments next falling due the seller under this contract.

Transaction in compliance with County subdivision and annex St. Amant County Assessor - 8/10/78

(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 encumbrance, except any that may attach after date of closing through any person other than the seller, and subject to the following:

1. ~~Real Estate Contract dated 7-31-72, recorded 8-16-72 under Skamania County Auditor's File #75892.~~
2. ~~Real Estate Contract dated 9-1-72, recorded 9-8-72 under Skamania County Auditor's File #75218.~~
3. Real Estate Contract dated 8-1-73, recorded 8-9-73 under Skamania County Auditor's File #76461.
4. Easements 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 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 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 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 hereto have executed this instrument as of the date first written above.

Terry Paul Chamberlain (SEAL) 9/1/78

Maragon M. Chamberlain (SEAL)

Alan G. Bailey (SEAL)

Belinda J. Bailey (SEAL)

STATE OF WASHINGTON,
County of Skamania } ss

On this day personally appeared before me Alan G. Bailey and Belinda Bailey

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 true and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of August, 1978.

Herb... Stevenson
Notary Public in and for the State of Washington
residing at Stevenson.



THIS SPACE RESERVED FOR RECORDER'S USE



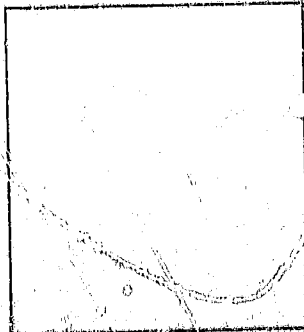
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE



SCHEDULE "A"

That portion of the South Half of the Southwest Quarter of Section 22, Township 2 North, Range 6 E.W.M., described as follows:

Beginning at a point on the South line of the said South Half of the Southwest Quarter North 89°21'31" West 125 feet from the Southeast corner of the Southwest Quarter of the Southwest Quarter of the said Section 22; thence North 01°11'07" East parallel with the East line of the said Southwest Quarter of the Southwest Quarter 450.01 feet; thence South 89°21'31" East parallel with the South line of the said South Half of the Southwest Quarter 468.68 feet to the centerline of County Road No. 1014 designated as the Woodard Creek Road; thence following said centerline along the arc of a 1,226.2 foot radius curve to the right (the incoming tangent of which is North 16°18'08" East) for an arc distance of 52.03 feet; thence North 18°44'00" East 96.84 feet; thence along the arc of a 300 foot radius curve to the left for an arc distance of 129.07 feet; thence leaving said centerline North 88°52'00" West (true meridian West) 862.50 feet; thence South 01°11'07" West parallel with the East line of said Southwest Quarter of the Southwest Quarter 736.98 feet to the South line of said Section 22; thence South 89°21'31" East along the South line of said Section 22, 339.65 feet to the point of beginning.

Containing 9.01 acres, more or less.

870113

STATE OF WASHINGTON
COUNTY OF SKAGWANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF RECORD FILED BY

OF _____

AT _____ 19 _____

WAS RECORDED IN BOOK _____

OF _____ PAGE _____

WITNESSED MY HAND AND OFFICE, WASH

_____ COUNTY AUDITOR

REGISTERED
INDEXED
FILED
CORRECTED
MAILED