

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 31st day of August, 1978, between RORY M. LAUGHERY and KATHLEEN WYATT LAUGHERY, husband and wife, hereinafter called the 'seller', and DONALD E. DELZER and JANICE M. DELZER, 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:

The East 115 feet of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 3 North, Range 8 E.W.M., EXCEPT that portion thereof lying within a 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration for electric transmission lines. ALSO EXCEPT public roads.

Said property also known as all of Lot 1 (North and South parcels) of Laughery Short Plat recorded May 30, 1978 in Book 2 at page 52, records of Skamania County Auditor.

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terms and conditions of this contract are as follows: The purchase price is SIXTY-SEVEN THOUSAND AND NO/100 (\$67,000.00) DOLLARS, of which NINETEEN THOUSAND AND NO/100 (\$19,000.00) DOLLARS have been paid, the receipt whereof is hereby acknowledged, and the balance of \$48,000.00 purchase price shall be paid as follows:

Five Thousand and No/100 (\$5,000.00) Dollars, or more, at purchaser's option, on or before the 10th day of January, 1979, but in no event before January 1, 1979 and the balance of Forty-three Thousand and no/100 (\$43,000.00) Dollars, or more at purchaser's option, on or before the 15th day of February, 1979, in monthly payments of Three Hundred Seventy-five and 69/100 (\$375.69) Dollars and on or before the 15th day of each succeeding month until January 1, 1981, at which time the full balance of the purchase price shall be fully paid. The purchasers shall pay to the Seller Three Hundred sixty and no/100 (\$360.00) Dollars per month as interest on the unpaid purchase price from September 10, 1978 through January 10, 1979. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of nine (9%) percent per annum from the 1st day of January, 1979 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

As referred to in this contract, "date of closing" shall be September 1, 1978.

(1) After September 1, 1978, the purchaser assumes and agrees to pay before delinquency all taxes and assessments that may hereafter become a lien on said real estate. Any taxes prepaid by Seller shall be pro-rate with the Buyer.

(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 interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

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(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 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 for 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.

(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 1st American 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) Seller's title to said real estate is subject to an existing contract under which seller is purchasing said real estate. 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 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.

(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 fail 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 12% 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 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.

Rory M. Laughery
RORY M. LAUGHERY

Kathleen Wyatt Laughery
KATHLEEN WYATT LAUGHERY

Donald E. Delzer
DONALD E. DELZER

Janice M. Delzer
JANICE M. DELZER

STATE OF WASHINGTON)
)
County of Skamania)

On this day personally appeared before me RORY M. LAUGHERY and KATHLEEN WYATT LAUGHERY, husband and wife, known to me to be the individuals described in and who executed the within and foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of August, 1978.

Marcia L. Hall
NOTARY PUBLIC in and for the
State of Washington, residing
at *Culver*

STATE OF WASHINGTON)
)
County of Skamania)

On this day personally appeared before me DONALD E. DELZER and JANICE M. DELZER, husband and wife, to me known to be the individuals who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of August, 1978.

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NOTARY PUBLIC in and for the
State of Washington, residing
at _____