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**REAL ESTATE CONTRACT**

BOOK 75 PAGE 407

THIS CONTRACT, made and entered into this 15th day of July, 1978,  
between LEONARD T. FOSTER and RUBY J. FOSTER, husband and wife,  
hereinafter called the "seller," and HAROLD F. FORREST and DOLORES B. FORREST,  
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, as in **Skamania County, State of Washington:**

Let 4 of FOSTER ADDITION a, according to the official plat thereof on file and of record at page 33 of Book B of Plats, Records of Skamania County, Washington.

SUBJECT TO right of way for Gordon Road; AND SUBJECT TO utility easement as more particularly shown on said plat.

**TEN THOUSAND and no/100 - -**  
**\$10,000.00 Dollars, of which**  
**Two Thousand and 50/100 - - - - -**  
**2,000.00 Dollars have**

The purchasers agree to pay the remaining balance of the purchase price amounting to Eight Thousand and No (.00) Dollars in monthly installments of Ninety-sixteen and 07/100 (.09167) Dollars or more, commencing on the 1<sup>st</sup> day of August 1975, and on the 1<sup>st</sup> day of each and every month thereafter "until the full amount of the purchase price together with interest shall have been paid. Said monthly installments shall include interest at the rate of eight percent (8%) or less and are to be applied first to interest and then to principal on the diminishing principal basis. The purchasers reserve the right at any time while they are not in default under the terms and conditions of this contract to pay w/out penalty any part or all of the unpaid purchase price, plus interest, when due.

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#### TRANSACTION EXCISE TAX

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#### Answers Page

Benton County Treasurer  
By Frank J. Ladd

All correspondence and remittances should be made to P. O. Box 410, Stevenson, Washington 98588.

July 15, 1978

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1. The purchaser assumes and agrees to pay before or after closing all taxes and assessments that may be between grantor and买方 hereinafter become a burden on said real estate, and by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now or then in record on said real estate, and the buyer never agrees to pay the same before delinquency.
  2. The purchaser agrees, until the purchase price is fully paid, to keep the buildings thereon and thereafter 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.
  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 mentioned on or contained herein is in writing and attached to and made a part of this contract.
  4. The purchaser assumes all hazard or damage due 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 a 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 retained for the restoration or rebuilding of such improvements within a reasonable time, unless purchased by the seller.
  5. The seller agrees to furnish to the purchaser a copy of the title insurance policy or title insurance in standard form, or a commitment therefor, issued by S.F. CO. 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 (3) shall be deemed

