

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

day of October, 1978,

between ROBERT M. ESSY, SR. and MARIE ESSY, husband and wife,

hereinafter called the "seller," and VIOLA ELIZABETH SULLIVAN, a widow woman,

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:

THREE ATTACHED SCHEDULE "A" WHICH IS HEREIN INCORPORATED
(REFERENCE)

The terms and conditions of this contract are as follows: The purchase price is SEVENTEEN THOUSAND, FIVE

HUNDRED and no/100----- \$ 17,500.00 Dollars, of which
FIVE HUNDRED and no/100----- \$ 500.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance shall be paid as follows: THREE THOU-
SAND DOLLARS (\$3,000.00) on date of closing and balance as follows:

\$100.00 or more on or about the 10th day of December, 1978,
and a like payment on the 10th day of each and every month
thereafter for a period of five (5) years, at which time
the purchaser may pay the balance off, at purchaser's op-
tion, without penalty. However, if the purchaser elects,
she can continue to pay the balance of this contract at
the rate of \$100.00 or more per month on or before the
10th day of each month until the entire principal balance
together with any accumulated interest has been paid in
full. The unpaid principal balance shall bear interest
at the rate of 8% per annum and each payment shall be
first applied to the reduction of interest and then prin-
cipal.

All payments to be made hereunder shall be made at RAINIER NATIONAL BANK, Camas Branch, Escrow Department
or at such other place as the seller may direct in writing.
As referred to in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be between grantor and grantee
hereafter in, on, or out of said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage,
contract or other encumbrance, he has assumed payment of or agreed to purchase, subject to any taxes or assessments now a lien on said
real estate, the purchase price shall be paid before closing.

(2) The purchaser agrees that the purchase price is fully paid to keep the buildings now and hereafter placed on said real estate
insured to the extent such value thereof against loss or damage by such 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
liable or responsible respecting the condition of any improvements thereon or that shall the purchaser or seller or the agents 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
a writing now 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
accruing after payment of reasonable value is in purchasing 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 as a portion of such condemnation award in the rebuilding or restora-
tion of any improvements destroyed 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 protecting 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, he agrees to deliver, within 15 days of the date of closing, a purchaser's policy of title insurance in
unlimited form, or a commitment (hereof, issued by Transamerica 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.

(5a) The sellers agree that if the purchaser divides the property in-
to two or more lots that the sellers will execute a deed release to

any lot sold by the purchaser, provided the purchaser apply the proceeds of such sale to the reduction of the contract balance. Provided further that said sales do not occur within the first 5-year period of this contract.

(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 receipt of the purchase price, to deposit an executed Statutory Warranty Deed to the subject property with the escrow agent with instructions to record the same and deliver it to the purchaser upon payment of the purchase price in full.

(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 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 service 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 herein 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 purchase and termination of purchaser's rights, may be made by United States Mail, postage prepaid, 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 sum 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 fee, 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 sum 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.

6220

Robert M. Essy, Sr.
 Marie Essy
 Viola Elizabeth Sullivan

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of SKAMANIA

On this day personally appeared before me ROBERT M. ESSY, SR. and MARIE ESSY, H&W, and VIOLA ELIZABETH SULLIVAN, a widow woman, to me known to be the individual 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

17th

day of October, 1978.

Notary Public in and for the State of Washington

residing at Stevenson

87417



TRANSAMERICA TITLE
 INSURANCE COMPANY OF WASHINGTON

Filed for Record at Request of

Name

Address

City and State

REGISTERED	75
INDEXED	10-17
INDIRECT	
RECORDED	
COMPARER	
MAILED	

THIS IS A WASHINGTON RECORD TO USE
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WITHIN, FILED BY

Elizabeth Sullivan

OF 758 E. Loop Rd. Ste. 40

AT 9:47 AM 10-17 1978

WAS RECORDED IN BOOK 75

OF 1000 AT PAGE 532

RECORDS OF SKAMANIA COUNTY, WASH

J. L. Todd

COUNTY CLERK

F. M. M. M. M.

SCHEDULE "A"

(REAL PROPERTY WHICH IS SUBJECT OF THAT REAL ESTATE CONTRACT BETWEEN ROBERT M. ESSY, SR. and MARIE ESSY, H&W, Sellers, and VIOLA FLIZABETH SULLIVAN, A WIDOW WOMAN, Purchaser)

A TRACT OF LAND IN GOVERNMENT LOT 9 OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 1/2, E.W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION 36 WITH THE NORTH LINE OF HENRY SHEPARD D.L.C.; THENCE EAST ALONG THE NORTH LINE OF HENRY SHEPARD D. L. C. A DISTANCE OF 554.5 FEET; THENCE NORTH 00° 32' 09" EAST A DISTANCE OF 130.11 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID LINE A DISTANCE OF 287.39 FEET; THENCE NORTH 89° 04' 37" WEST A DISTANCE OF 332.50 FEET; THENCE SOUTH 05° 36' 12" WEST A DISTANCE OF 233.32 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO NOLAN R. WILLING AND JUDY M. WILLING HUSBAND AND WIFE BY WARRANTY DEED RECORDED JULY 2, 1964, UNDER AUDITOR'S FILE NO. 63569, RECORDS OF SKAMANIA COUNTY WASHINGTON; THENCE NORTH 80° 04' 37" EAST A DISTANCE OF 118.52 FEET TO THE NORTHEAST CORNER OF THE WILLING TRACT; THENCE SOUTH 03° 09' 09" WEST A DISTANCE OF 130.16 FEET TO THE SOUTHEAST CORNER OF THE WILLING TRACT, SAID POINT BEING ALSO ON THE NORTHERLY RIGHT OF WAY OF LOOP ROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT IS FURTHER IDENTIFIED BY SURVEY RECORDED FEBRUARY 14, 1978, IN BOOK 1 OF SURVEYS, AT PAGE 138, UNDER AUDITOR'S FILE NO. 85806, RECORDS OF SKAMANIA COUNTY, WASHINGTON.