

**REAL ESTATE CONTRACT**

THIS CONTRACT, made and entered into this day of October, 1978,

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

she was called the "sister," and VIOLA ELIZABETH SULLIVAN, a widow woman,

Buyer called the "purchaser,"

**WITNESS/TH:** 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:

REF ID: A6574  
OFF ATTACHED SCHEDULE "A" WHICH IS HEREIN INCORPORATED  
BY REFERENCE)

The terms and conditions of this contract are as follows: The purchase price **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 of \$ 17,000.00 shall be paid as follows: **THREE THOUSAND 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 option, 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 principal.

RAINIERS NATIONAL BANK, Camas Branch, Escrow  
Department

The **Landlord agrees** to pay the premium price as fully as may be deemed necessary and sufficient placed on said real estate and to the lessee to secure payment of the same, in full, to the lessor, in a sum acceptable to the lessor and for the time and in the manner in which the lessor may require, and to pay all premiums, rentals, and to deliver all policies and renewals thereof to

The purchaser agrees that full inspection of said real estate has been waived and that neither the seller nor his agents shall be held responsible respecting the condition of any improvements, materials or parts, the performance of either or the agents of either held to be responsible for alterations, improvements or fixtures, unless the same are specifically agreed upon in a written form or a written agreement.

(4) The purchaser assumes all hazards of title to real estate and improvements, now or said real estate or hereafter placed upon, and of the taking of said real estate or part thereof in public ways and places, so far as damage, destruction or taking by law, or a failure of conveyance. In case of any part of said real estate taken for failure to pay the portion of the consideration as aforesaid, or any amount due thereon, or in case of any part of said real estate taken by the seller and applied as payment on the purchase price herein unless the seller is to allow the purchaser to apply any or a portion of any consideration paid to the reduction of the amount of any improvements described by such seller. In case of failure to pay any amount of a part thereof, the amount of such improvements remaining after payment of the remaining amount of the consideration, to be deemed the amount of reduction of the amount of any improvements described by the seller, and the amount so paid to be given to the other for application on the amount of any improvements described by the seller.

seller price herein. (b) 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 **Transamerica Title Insurance Company**, insuring the purchaser to the full amount of and 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 conditions other than the following:

Based on our experiments, we conclude that the best way to reduce the risk of infection is to use a combination of physical and chemical methods.

5. Powers general exceptions appearing in said party form  
6. Powers or circumstances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder  
is to be made subject, etc.

Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which may be the contract gives to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(a) The sellers agree that if the purchaser divides the property into 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 receiving full payment of the purchase price as specified, 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 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 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 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, but not limited to 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

6/23/78

Robert M. Essy

(SEAL)

Olivia Marie Essy

(SEAL)

Viola Elizabeth Sullivan

(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(s) 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 .....	REGISTERED 75
Address .....	INDEXED IN
City and State .....	INDIRECT
	RECORDED
	COMPARED
	MAILED

THIS DEPT. WASHINGTON COUNTY REC'D. USE  
COUNTY OF SKAMANIA 10/17/78

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OF WRITING, FILED BY

Elizabeth Sullivan

on 10/17/78 at 10:17 AM 1978

WAS RECORDED IN BOOK 75

OF Deed AT PAGE 532

RECORDS OF SKAMANIA COUNTY, WASH

John Todd

COUNTY MARSHAL

Fe. 1979

## 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 FIFTEENTH SULLIVAN, A WIDOW WOMAN, Purchaser)

A TRACT OF LAND IN GOVERNMENT LOT 9 OF SECTION 36, TOWNSHIP 3 N.C.R.S., 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  $00^{\circ} 32' 09''$  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  $89^{\circ} 04' 37''$  WEST A DISTANCE OF 332.50 FEET; THENCE SOUTH  $05^{\circ} 36' 12''$  WEST A DISTANCE OF 233.32 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO NOLEN 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  $80^{\circ} 04' 37''$  EAST A DISTANCE OF 118.62 FEET TO THE NORTHEAST CORNER OF THE WILLING TRACT; THENCE SOUTH  $00^{\circ} 32' 09''$  WEST A DISTANCE OF 150.16 FEET TO THE SOUTHEAST CORNER OF THE WILLING TRACT, SAID POINT BEING ALSO ON THE NORTHERLY RIGHT OF A 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.

Unnotary  
Copy