



87615

REAL ESTATE CONTRACT

BOOK 75 PAGE 687

THIS CONTRACT, made and entered into this 15th day of November, 1978, between CHRISTIAN L. LARSEN and EVELYN LARSEN, husband and wife, hereinafter called the "seller," and CARI E. WOLFE and ADA E. WOLFE, husband and wife, hereinafter called the "purchaser,"

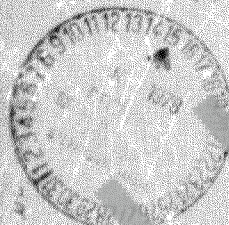
WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

Lot 26 of Block Three of PLAT OF RELOCATED NORTH BONNVILLE on file and of record at pages 9 and 25 of Book B of Plats, Survey Auditor's File Nos. 84466 and 84429, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows. The purchase price is SIX THOUSAND AND NO/100 (\$6,000.00) Dollars, of which TWO THOUSAND AND NO/100 (\$2,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchaser agrees to pay the remaining balance of the purchase price amounting to Four Thousand and No/100 (\$4,000.00) Dollars as follows:

- (a) By paying the further sum of one thousand and no/100 (\$1,000.00) Dollars plus interest at five percent (5%) per annum on the unpaid balance on or before 12/15/79; and
- (b) By paying the further sum of one thousand and no/100 (\$1,000.00) Dollars plus interest at five percent (5%) per annum on the unpaid balance on or before 12/15/80.



UNOFFICIAL COPY

All payments to be made hereunder shall be made at 1111 1/2 Ave. Box 372, Ocean Park, Washington 98040 or at such other place as the seller may direct in writing.

As referred to in this contract "date of closing" shall be November 15, 1978.

- (1) The purchaser assumes and agrees to pay before delivery all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and in the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance and has assumed payment of or agreed to purchase subject to 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 buildings now and hereafter placed on said real estate insured to the actual cash value (lowest against loss) against fire, lightning and wind-storm in a company or companies to be named by 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 agents 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 hereon 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 improvement, work on said real estate or hereafter at and thereon, and of the taking of said real estate in 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 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 expenses of procuring the same shall be applied 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.

THE SELLER REPRESENTS AND WARRANTS THAT THE PURCHASER HAS BEEN FULLY ADVISED OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND THAT THE PURCHASER HAS ACCEPTED THE SAME AND THAT THE PURCHASER HAS BEEN FULLY ADVISED OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND THAT THE PURCHASER HAS ACCEPTED THE SAME.

(6) If seller's title to said real estate is subject to an existing contract or contract's under which seller is purchasing said real estate, or any mortgage, deed of trust 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 such payments necessary to avoid the default, and any payments so made shall be applied to the payments next falling due the seller under this obligation.

(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, executing 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, and subject to the following:

(a) General taxes which will become due and payable in 1979 and subsequent years, and (b) The right reserved by the United States of America to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s), if any, as shown on said recorded plat.

(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 amount so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be recoverable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Title 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, or 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 warranty by the seller of any damage 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 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 compel any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of litigation 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 retaining records to determine the true title of the real estate, such suit so commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this deed in and to the date that appears above.

Christina J. Brown SEAL

Carol M. Brown SEAL

Carl S. Wolfe SEAL

Ada E. Wolfe SEAL

STATE OF WASHINGTON

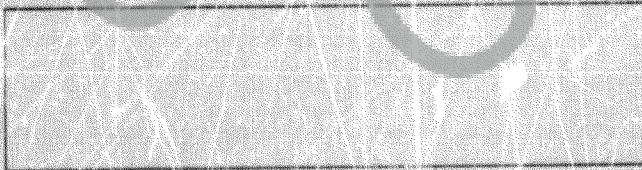
County of Snohomish

On this day personally appeared before me, *Robert J. Salvoen*, Notary Public for the State of Washington, *Christina J. Brown* and *Ada E. Wolfe*, his wife, to me known to be the individual(s) described in and who executed the within deed (pregnant woman), and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

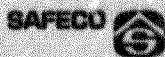
GIVEN under my hand and official seal this 15th day of *November*, 1975.

Robert J. Salvoen
Notary Public for the State of Washington

WHEN RECORDED RETURN TO



THIS SPACE RESERVED FOR RECORDER'S USE



SAFECO TITLE INSURANCE COMPANY

REGISTERED	<i>L</i>
INDEXED	<i>L</i>
RECORDED	<i>L</i>
COMPARED	
MAILED	

FILED IN COUNTY RECORDS
COUNTY OF WASHINGTON

DATE OF RECORDING: *11/15/75*

BY: *R. J. Salvoen*

IN: *Christina J. Brown*

AT: *10:50 AM November 18*

WASCO COUNTY RECORDS: *75*

BY: *Needs* AT PHONE: *627-86*

ADDRESS: *S. P. Todd*
COUNTY CLERK

BY: *B. Salvoen*

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____