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91-11290

28-28-A-400

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT made this day between JOSEPH BLATTLER, SR. and FRANCES BLATTLER, husband and wife, herein after called "Sellers", and WILMA E. OLSEN, as Guardian of the Estates of Joel Olsen, Wendy Olsen and Molly Olsen, Minors, hereinafter called "Buyers",

WITNESSETH:

1. DESCRIPTION OF REAL ESTATE CONTRACTED TO BE SOLD: In consideration of the mutual covenants contained herein and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyers and the Buyers agree to purchase from the Sellers, the real estate in Skamania County, Washington, described on Schedule "A" attached hereto and made a part hereof by reference.

2. DESCRIPTION OF PERSONAL PROPERTY CONTRACTED TO BE SOLD: The personal property included in this sale is described in Schedule "B" attached hereto.

It is agreed that of the total purchase price hereinafter specified, \$3,000.00 represents the purchase price of such personal property.

It is further agreed that of such total purchase price, \$40,000.00 represents the purchase price for that portion of the real estate contracted to be sold which presently constitutes Sellers' residence consisting of the residence house and curtilage.

It is further agreed that at such time as Sellers and Buyers enter into the Real Estate Contract hereinafter provided for, Sellers shall execute and deliver to Buyers a good and sufficient Bill of Sale transferring such personal property to Buyers with the usual warranties of title.

3. PURCHASE PRICE AND PAYMENTS: The purchase price for said real estate and personal property is the sum of One Hundred Five Thousand and no/100 Dollars (\$105,000.00) of which the Buyers have this day paid the sum of \$30,000.00 as down payment, receipt of which is hereby acknowledged by the Sellers. The balance of \$75,000.00 shall be paid in monthly installments as follows: \$700.00 on the 1st day of January, 1979, and \$700.00 on or before the 1st day of each month thereafter until the full balance of principal and interest has been paid.

Except as provided below, it is agreed that Buyers shall have no right to make payments on the contract balance in excess of the monthly payments specified above. It is expressly agreed that:

- (a) In each calendar year commencing with the year 1979 and terminating with the year 1988, Buyers shall have the right, but no obligation, to pay on the contract balance a sum equal to \$15,000.00 over and above the monthly installment payments of \$700.00 specified above.
- (b) At any time after January 1, 1989, Buyers shall have the right, without penalty, to pay more than \$700.00 per month on the contract balance, or to pay the contract balance in full.

All payments shall include interest on the unpaid balance from time to time at the rate of eight (8%) percent per annum computed from the date of this contract, and continuing until



Real Estate Contract:

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said balance of principal and interest have been paid in full.

All payments under this contract shall be made to the Sellers at Carson, Washington, or at such other place as the Sellers may, from time to time in writing direct.

Section 4. POSSESSION: Buyers shall be entitled to possession of the real and personal property contracted to be sold from and after the date of this contract and during their full and faithful performance of the terms and conditions of this contract; provided, however, it is agreed that Sellers may retain possession of the residence building on the premises, rent free, until December 31, 1978.

Section 5. ADVANCES: It is understood and agreed that in the event the Buyers fail or neglect or refuse to pay any taxes, assessments, insurance premiums or any other lawful charge against said property, the Sellers may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Buyers to the Sellers with interest thereon from each respective date of advancement until repaid at the rate of twelve (12%) percent per annum payable to the Sellers semi-annually.

Section 6. PREPAID TAXES AND FIRE INSURANCE: The 1978 real estate taxes and all prepaid fire insurance shall be pro-rated between the Buyers and the Sellers as of the date of this contract. Should Buyers elect to procure new fire insurance, Sellers shall be entitled to the premium refund on the existing policy.

Section 7. BUYERS' COVENANTS: Buyers covenant and agree as follows:

(a) To make the payments above mentioned in the manner and on the dates named.

(b) To keep the buildings on the premises constantly insured against loss by fire to the extent of the full insurable value thereof with loss payable to Sellers and Buyers as their respective interests may appear, and upon demand to deliver said policies to Sellers. Said insurance shall carry a replacement value endorsement.

(c) To pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property or the improvement thereon by fire, or from any other cause.

(d) To make or permit no unlawful or offensive or improper use of said property or any part thereof.

(e) To keep the said property at all times in as good condition as the same now is, reasonable wear and tear excepted.

(f) To permit the Sellers or their agents to enter into or upon the said property at any reasonable time to inspect the same.

(g) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind, which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyers in this contract.

(h) Not to permit or suffer any part of said property to become subject to any assessment, lien, charge or encumbrance whatsoever having or taking precedence over the rights of the Sellers in and to the said property.

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(i) Not to remove the buildings or other improvements, without the written consent of the Sellers, nor to permit any waste, destruction or damage thereto.

**Section 8. DEED AND TITLE INSURANCE:** Sellers agree to execute and deliver to Buyers within thirty (30) days after final payment on this contract a Warranty Deed conveying said property to the Buyers free and clear from all encumbrances except those mentioned herein.

Sellers are at this time procuring and delivering to Buyers a Purchasers Policy of Title Insurance showing their title to be free and clear of all encumbrances, except those mentioned herein as of the date of this contract. It is agreed that Sellers shall have no obligation to give further proof of their title.

**Section 9. PARTIAL CONVEYANCES:** It is contemplated that Buyers may develop the real estate contracted to be purchased and may wish to convey or mortgage portions thereof to third parties. To facilitate such conveyances or mortgages to third persons, Sellers agree to execute and deliver to Buyers Warranty Deeds to portions of said real estate in accordance with the terms and conditions hereinafter set forth.

- (a) That portion of the real estate described in Schedule A which lies within 250 feet of the State Highway bounding such real estate on the north is designated as Zone A. The Buyers shall be entitled to a deed of one (1) acre of the real estate in Zone A upon payment by Buyers to Sellers of \$6,000.00 on the contract balance. Such payments shall be in addition to the monthly installment payments called for by Section 3 of this Real Estate Contract.
- (b) That portion of the real estate described in Schedule A which lies more than 250 feet from said State Highway is designated as Zone B. The Buyers shall be entitled to a deed of one (1) acre of the real estate in Zone B upon payment by Buyers to Sellers of \$3,000.00 on the contract balance. Such payments shall be in addition to the monthly installment payments called for by Section 3 of this Real Estate Contract.
- (c) Unless otherwise agreed to by Sellers, the payments made by Buyers to procure partial conveyances must be within the limits for payments in excess of monthly installment payments as specified in Section 3, Paragraphs (a) and (b), above.
- (d) The real estate to be so conveyed to Buyers shall be selected by Buyers, provided, that, unless otherwise agreed by Sellers and Buyers:
  - (1) The land so selected for conveyance shall be in tracts of not less than one (1) acre; and
  - (2) The land so selected for conveyance shall not include land upon which the house, barn or sheds are located; and
  - (3) The land so selected shall be so located that all portions of the land remaining subject to the terms of this contract shall have legal and practicable access to public roads.



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(e) All costs of partial conveyances given under this section shall be borne by Buyers, except for Revenue Stamps, which shall be paid for by Sellers.

Section 10. ASSIGNMENT: It is agreed that no assignment or contract for assignment of this contract and/or no contract by Buyers to sell the subject thereof or any part thereof shall be valid unless the same shall be consented to by the Sellers in writing.

Section 11. FORFEITURE: Time is of the essence of this contract and if the Buyers shall fail, refuse or neglect to pay either, or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this contract null and void; and if the Buyers shall fail to make good such default within thirty (30) days after the Sellers shall have served a written Notice of Intention to Declare Contract Forfeited by delivering said notice to the Buyers or mailing same by registered mail to said buyers at their last known address or the address given on this contract, at the Sellers' option, then and in that event all of the Buyers' rights under this contract shall immediately and utterly cease and determine and the property described herein shall revert to and re-vest in the Sellers without further action on the part of the Sellers and without any right of the Buyers to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the Sellers under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Sellers in full satisfaction of all claims as accrued and reasonable rent of said property from this date to the time of such forfeiture and as the liquidated damages to the Sellers for the Buyers' failure to complete this contract.

Section 12. OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Sellers may, in the event of such default, at their election, declare the unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection there.

It is agreed that any such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

Section 13. COURT COSTS AND ATTORNEYS' FEES: In any action by the Sellers to procure an adjudication of the termination of Buyers' rights under this contract or to recover any intermediate overdue installments or any advances repayable to Sellers, or in any action to recover the unpaid balance on this contract or to enforce any other rights of Sellers hereunder, Buyers agree to pay the expenses of searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fees.

Real Estate Contract:

Section 14. REPRESENTATIONS: Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied shall be binding on the Sellers unless expressly contained herein. Buyers expressly acknowledge that they have placed no reliance whatever upon any representations not expressed in this contract. It is recognized that the septic sewerage system serving the property may be in need of repair. Buyers accept the property in that condition and agree that any such repair shall be at their own expense.

Section 15. WAIVER: No assent, expressed or implied, by Sellers to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

Section 16. APPROVAL BY COURT: This Real Estate Contract shall not become binding upon Sellers and Buyers until the terms and provisions hereof have been approved by the Superior Court of the State of Washington for Skamania County and Wilma E. Olsen, as Guardian of the Estates of Joel Olsen, Wendy Olsen and Molly Olsen, minors, has been authorized to enter into this Real Estate Contract on behalf of her minor wards. A certified copy of the Court Order granting such approval and authority shall be delivered by Buyers to Sellers.

If such Court approval and authority is not granted prior to December 28, 1978, Sellers may, at their option, declare this Real Estate Contract null and void and shall thereupon refund to Buyers all monies received from Buyers, save and except reimbursement to Sellers for their reasonable expenses for title search and attorneys' fees connected with this sale.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 15th day of October, 1978.

*Joseph Blatler*  
\_\_\_\_\_  
*Frances Blatler*  
\_\_\_\_\_

*Wilma E. Olsen*  
\_\_\_\_\_  
Guardian of the Estates of Joel Olsen, Wendy Olsen and Molly Olsen, Minors.

SELLERS

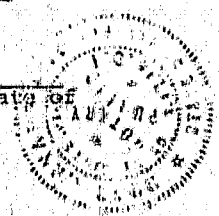
PURCHASERS

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

On this day personally appeared before me JOSEPH BLATLER, Sr. and FRANCES BLATLER, husband and wife, to me known to be the individuals 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 15th day of October, 1978.

*Hugh A. Snapp*  
\_\_\_\_\_  
Notary Public in and for the State of Washington, Residing at Camas.



6307  
TRANSACTION EXPENSE FEE  
NOV 10 1978  
Amount Paid \$100.00  
Shamika County Co. Ltd.  
By *Shamika County Co. Ltd.*

win 75 11/21/97

Real Estate Contract  
Joseph Blattler, Sr. and Frances Blattler  
to  
Wilma E. Olsen, Guardian of the Estates of  
Joel Olsen, Wendy Olsen and Molly Olsen,  
Minors.

SCHEDULE A

Legal Description of Real Estate.

The following described real estate in Skamania County, Washington, to-wit:

All that part of the West half of the Northwest quarter of the Northeast quarter (W-1/2 NW-1/4 NE-1/4) of Section Twenty-eight (28) in Township Three (3) North of Range Eight (8) East of Willamette Meridian lying north of the north line of the strip of land acquired by the United States for the Bonneville Power Transmission Line, EXCEPTING that parcel conveyed to Lawrence E. Wilson et ux described as follows:

"Commencing at the intersection of the north line of the Bonneville Transmission Line right of way with the center north and south through Section 28, Township 3 North, Range 8 E.W.M; thence North 0°47' West 208 feet; thence North 89°16'30" East 208 feet; thence South 0°47' East 208 feet; thence South 89°16'30" West 208 feet to the place of beginning."

EXCEPT that portion thereof, lying within the right of way of Skamania County Road known as Monaghan Road.

AND EXCEPT that portion thereof, lying within the right of way of Hot Springs Avenue.

TOGETHER WITH an easement for ingress and egress over and under said parcel and the right to use, for agriculture purposes, land lying within the right of way of the Bonneville Power Administration right of way in the West half of the Northwest quarter of the Northeast quarter, as granted by instrument recorded March 20, 1940, in Book 38 of Deeds, page 29, records of Skamania County, Washington.

SUBJECT TO easement and right of way granted to Pacific Northwest Pipeline Corporation, a Delaware corporation, its successors and assigns for the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through said premises; together with the right of ingress and from said line or lines, or any or them, for the purposes aforesaid, by instrument recorded under Auditor's File No. 50403, records of Skamania County, Washington, reference to said instrument is made for full particulars.

End of Schedule A



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Real Estate Contract  
Joseph Blattler, Sr. and Frances Blattler  
to  
Wilma E. Olsen, Guardian of the Estates of  
Joel Olsen, Wendy Olsen and Molly Olsen,  
Minors.

SCHEDULE B

Personal Property:

1. 1961 GMC pickup Truck, Serial No. 1502EN2564
2. 1970 Chev. Flat bed truck, Serial No. CE 530P132668
3. Moline manure spreader, LS 300
4. 1954 John Deere 420 tractor
5. Kronevator roto-tiller, Type RL 125

STATE OF WYOMING  
COUNTY OF SEAFORD

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
Standard Co. Title Co.  
OF Stevenson, W.Va.  
AT 11:00 A.M. Nov. 16, 1978  
WAS DEPOSITED IN BOX 25  
OF deeds INDEXED 87622-8  
RECORDED IN SEAFORD COUNTY, WYOM.  
BY H. P. Ladd  
COUNTY CLERK  
BY B. Babcock

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: EIR	<input checked="" type="checkbox"/>
INDEXED: I	<input checked="" type="checkbox"/>
RECORDED: X	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>
MAILED	<input type="checkbox"/>

Unofficial Copy