



THIS CONTRACT, made and entered into this 14th day of December, 1978

between DONALD J. BERRY and NORMA J. BERRY, husband and wife

hereinafter called the "seller," and

THEODORE W. SAMS, a single man, as to an undivided 1/2 interest; and SUSAN R. DILLON, as to an undivided 1/2 interest, as her separate property;

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 Skumania County, State of Washington.

Lot 11, block One of EVERGREEN ACRES, according to the official Plat thereof on file and of record at Page 142 of Book "A" of Plats, records of Skumania County, Washington.

No. 6367
TRANSACTION EXCISE TAX

DEC 15 1978

Amount Paid \$3,650.00

Skumania County Treasurer

The terms and conditions of this contract are as follows: The purchase price is Thirty Six Thousand Five Hundred

and no/100----- \$36,500.00 Dollars, of which

Five Thousand and no/100----- \$5,000.00 Dollars have

been paid, the unpaid balance of the purchase price shall be paid as follows:

and no/100 (\$2,000.00) Dollars on June 1, 1979 and Two Thousand

Three Hundred and no/100----- \$300.00 Dollars,

or 1/12th of said purchase price, on or before the

14th day of January 1979

and Three Hundred and no/100----- \$300.00 Dollars,

or there is purchaser's option to or before the 14th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser shall be deemed to be in default if the remaining balance of said purchase price is not paid on or before the 14th day of each succeeding calendar month.

as of Ten (10) days after the 14th day of December 1978

which interest shall be paid from said purchase price and the balance of each payment applied to reduction of principal.

All payments to be made hereunder shall be made at 13201 N.E. 44th Street, Begwood Mobile Terrace, Sp. # 9, Vancouver, WA 98602

Purchasers covenant and promise not to remove axles from mobile home on said premises. Purchasers promise not to remove or sell tires and wheels to said mobile home, which are and remain the property of the sellers herein until said contract is paid in full.

Possession on or before December 25, 1978.

2.1. As to the date of closing, "date of closing" shall be December 14, 1978

2.2. The purchaser agrees to pay before closing, all taxes and assessments that may be between grantor and grantee hereunder regarding said real estate, and if by the terms of this contract the purchaser is assumed payment of any non-paye contract or other debt, this debt, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter levied on said real estate, the purchaser agrees to pay the same before closing.

2.3. The purchaser agrees, as to the purchase price is fully paid, to keep the buildings now and hereafter 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, and to interest may as well and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

2.4. The purchaser agrees that full satisfaction of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant restricting the use 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 which the covenant or agreement relied on is contained herein or is in writing and attached hereto and made a part of this contract.

2.5. The purchaser assumes all liability 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. If some any part of said real estate is taken for public use, the portion of the consideration award remaining after payment of reasonable expenses of preserving 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 consideration to 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 preserving the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchase price or said proceeds shall be paid to the seller for application on the purchase price herein.

2.6. The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchase price policy of title insurance in standard form, or a commitment therefor, issued by SAFECO 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:

- Partial general excise taxes appearing in said policy form.
 - Lien or encumbrance 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.
 - 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 (b) shall be deemed defects in seller's title.
- (b) 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.

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 stationery warrant of fulfillment deed to said real estate, excepting any part thereof he or she takes 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:

None

(9) 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 building 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.

(10) 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.

(11) 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 hereof 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 the 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 forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed by the purchaser to the address last known to the seller.

(12) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment not paid hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection 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 searching records to determine the condition of title at the date when said judgment and decree shall be entered 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.

Donald J. Berry
DONALD J. BERRY

(SEAL)

Norma J. Berry
NORMA J. BERRY

(SEAL)

Theodore W. Sams
THEODORE W. SAMS

(SEAL)

Susan R. Dillon
SUSAN R. DILLON

(SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me Donald J. Berry and Norma J. Berry

to me known to be the individual so described in and who executed the within and foregoing instrument, and acknowledged that

they sign 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 14th day of December, 1978.

Janet L. Lytelle
Notary Public in and for the State of Washington
Residing at Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	1
INDEXED	DM
INDEXED	5
RECORDED	7
COMPILED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY	
Stephanie M. Lytelle	
DATE 12/14/78	
FILE RECORDED IN BOOK 75	
OF PAGES 836, 7	
COUNTY CLERK	
BY	