

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 26<sup>th</sup> day of January 1979

between Peter P. Suriano and Doris M. Suriano, husband and wife

hereinafter called the "seller," and Charles R. Gilbert and Darlene A. Gilbert, 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 aperntances in Skamania County, State of Washington:

**Lot 5, of ERICSON VIEW TRACTS according to the official plat thereof on file and of record at page 117 of Book A of Plats, Records of Skamania County, Washington.**



The terms and conditions of this contract are as follows: The purchase price is **FIFTEEN THOUSAND FIVE HUNDRED DOLLARS-----\$15,500.00**) Dollars, of which **THREE THOUSAND FIVE HUNDRED DOLLARS-----\$3,500.00**) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
**ONE HUNDRED SIXTY ONE and 75/100 DOLLARS-----\$161.75**) Dollars, or more at purchaser's option, on or before the First day of March, 1979,  
and **ONE HUNDRED SIXTY ONE and 75/100 DOLLARS-----\$161.75**) Dollars, or more at purchaser's option, on or before the First day of February, 1979,  
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at the seller's place of residence or at such other place as the seller may direct in writing.

6415

No.

TRANSACTION EXCISE TAX

JAN 31 1979

Amount Paid: **\$155.00**

As referred to in this contract, "date of closing" shall be February 1, 1979.

Skamania County Treasurer

By W. A. Suriano Commissioner

(1) The purchaser assumes and agrees to pay before delivery of title, taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter 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 intact to the actual cash value thereof against loss or damage by fire and wind, term 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 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 under the covenant or agreement relied on contained herein or in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to an electrical line or 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 remaining after payment of reasonable expenses of removal and 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 expense of repairing the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, and a purchaser shall let said proceeds shall be paid to the seller for application on the purchase price herein.

(5) 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, at a premium therefor, issued by First American 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, some of which for the purpose of this paragraph (c) shall be deemed defects in seller's title.

88000

(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 and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting 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:

(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 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 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 his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited 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.

Serviceman purchaser of all demands notice 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 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 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 such suit is commenced, which sums 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.

*Done in the month of December  
in the year of nineteen fifty eight  
Nancy L. Schmidt*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

California  
STATE OF WASHINGTON,

County of Hood River

On this day personally appeared before me

the known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that  
signed the same as \_\_\_\_\_  
free and voluntary act and deed, for the uses and purposes  
hereinafter mentioned.

GIVEN under my hand and official seal this

day of

*NANCY L. SCHMIDT*

Notary Public in and for the State of Washington, California

residing at

RENTING TO

LANDLORD

DD

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT WHICH WAS PREPARED BY ME

IS A TRUE COPY OF THE ORIGINAL

AT THE TIME OF PREPARATION THEREON

605 E. COOKMAN IN HOOD RIVER, OREGON

IN THE STATE OF OREGON, USA

EXCELSIOR TITLE INSURANCE COMPANY

HOOD RIVER, OREGON

11/1/58

Filed for Record at Request of *M.J. Columbia Title*

Please return to

Name... *M.J. Columbia Title*

Address... *106 Third St*

City and State... *Hood River, Oregon 97031*

STATE OF OREGON,

Hood River

The terms and conditions of this contract are as follows: The purchase price is **FIFTEEN THOUSAND FIVE HUNDRED DOLLARS** ----- \$15,500.00 Dollars, of which **THREE THOUSAND FIVE HUNDRED DOLLARS** ----- (\$3,500.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

**ONE HUNDRED SIXTY ONE and 75/100 DOLLARS** ----- \$ 161.75 Dollars, or more at purchaser's option, on or before the **First** day of **March**, 1979, and **ONE HUNDRED SIXTY ONE and 75/100 DOLLARS** ----- \$ 161.75 Dollars, or more at purchaser's option, on or before the **First** day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of **9.5** per cent premium from the **First** day of **February**, 1979, which interest shall be deducted from each in full from payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at **the sellers place of residence**, or at such other place as the seller may direct in writing.

6448

No.

**TRANSACTION EXCISE TAX**

JAN 31 1979

Amount Paid **\$155.00**

Stamford County Treasurer

By **Walter J. Corcoran Jr.**

As referred to in this contract, "date of closing" shall be **February 1, 1979**.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or then on said real estate, the purchaser agrees to pay the same before delinquent.

(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 thereof against loss or damage by both 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 agents shall be held to any covenant respecting the condition or any improvements thereon nor 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 written and attached to and made a part of this contract.

(4) The purchaser assumes all hazard of damage or destruction of any improvements now on said real estate or hereafter placed thereon, and at the risk of the real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall entitle a refund of any money. 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 removing the same shall be paid to the seller and applied as payment on the purchase price herein and the seller shall be entitled 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 expense of removing the same shall be devoted to the restoration or rebuilding of such improvements, within a reasonable time, and purchaser shall be paid to the seller for application on the purchase price herein.

(5) 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 therefore, issued by **First American 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:

- Printed general exceptions appearing in said policy form.
- Lien 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 .
- 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.

entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums 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.

*Peter R. Suriano*  
(SEAL)  
*Doris M. Suriano*  
(SEAL)  
*Charles P. Gilbert*  
(SEAL)  
*Parlene L. Gilbert*  
(SEAL)

California  
STATE OF WASHINGTON,

County of LOS ANGELES

On this day personally appeared before me

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 herein mentioned.

GIVEN under my hand and official seal this

26<sup>th</sup>

day of JANUARY, 1979

*Nancy L. Schmidt* NANCY L. SCHMIDT

Notary Public in and for the State of WASHINGTON, California

PENDING OF *First American Title, Inc.,* CALIF.

REGISTERED

INDEXED

SEARCHED

FILED

COPYRIGHT STATE RESERVED FOR RECORDER'S USE.

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR WRITING WAS SO FILED

*Peter R. Suriano* Peter R. Suriano

*SG* SG

07/10/79 Jan 26 1979

LAW EXCERPT IN BOOK 26

TO *First American Title, Inc.* First American Title, Inc.

106 Third Street, Suite 1000, Seattle, Washington

*SG* SG

COUNTY CLERK

*SG* SG

Filed for Record at Request of & after recording  
Please return to

Name... *Mid Columbia Title*

Address... *106 Third St*

City and State... *Hood River, Oregon 97031*

STATE OF OREGON,

County of Hood River } 30

BE IT REMEMBERED, That on this day of January 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Peter R. Suriano and Doris M. Suriano

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Notary Public for Oregon*  
My Commission expires 5/23/83

FORM NO. 35 — ACKNOWLEDGMENT  
STEVENS-VESEY LAW FIRM, PORTLAND, ORE.