

88010

REAL ESTATE CONTRACT

SK 11361

1-5-17-1000

605-4495

THIS CONTRACT, made and entered into this

6th day of December, 1978

Between Fred A. Haag and Judy A. Haag, Husband and Wife, and Theodore J. Shaw and Patricia L. Shaw, Husband and Wife

Hereinafter called the "seller," and Patrick H. McKee and Anita McKee, 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:

PARCEL A

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTHERLY OF PRIMARY STATE HIGHWAY NO. 201 COMMENCING AT A POINT 208.7 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 E.W.M.; THENCE WEST 324.0 FEET; THENCE NORTH 208.7 FEET TO THE NORTH LINE OF SAID SECTION 19; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 19 A DISTANCE OF 1111.9 FEET; THENCE SOUTH 1120 FEET; THENCE EAST TO THE EAST LINE OF SAID SECTION 19; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 19 A DISTANCE OF 1111.3 FEET TO THE PLACE OF BEGINNING, ALL IN SKAMANIA COUNTY, WASHINGTON.

PARCEL B

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTHERLY OF PRIMARY STATE HIGHWAY NO. 201 BEGINNING AT THE NORTHWEST CORNER OF LOT 1, SECTION 20, TOWNSHIP 1 NORTH, RANGE 5 E.W.M.; THENCE EAST 74.0 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH AND 240 FEET EAST OF THE WEST LINE OF SAID GOVERNMENT LOT 1 TO THE SOUTH LINE OF SAID LOT 1; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE PLACE OF BEGINNING.

EXCEPT A STRIP OF LAND 100 FEET IN WIDTH BEING 50 FEET IN WIDTH ON EACH SIDE OF THE CENTERLINE OF THE RAILROAD OF THE SPokane, PORTLAND AND NASTILLE RAILWAY COMPANY AS CONNECTED TO SAID COMPANY BY DEED DATED NOVEMBER 7, 1900, RECORDED AT PAGE 256 IN BOOK 111 OF DEEDS.

Without the written consent of the sellers herein, this is not to restrict the clearing of a homestead, however.

The seller is aware the Purchaser, Patrick H. McKee, is a licensed Salesman for the State of Washington.

As referred to in this contract, "date of closing" shall be date of recording

(1) The purchaser assumes and agrees to pay before delinquency all 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, contract or other encumbrance, or 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 delinquency.

(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 assigns 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 herein or is written and attached to and made a part of this contract.

(4) The purchaser assumes all hazard 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. 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 devoted 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.

(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 condensed form thereof, issued by the National Title Insurance Company, insuring the purchaser to the full amount of the 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. Excepted 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. Those existing contracts or obligations 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.



76 FEB 11 5

The terms and conditions of this contract are as follows: The purchase price is **Twenty-Five Thousand and no/100** - - - - - (\$ 25,000.00) Dollars, of which **Five Thousand and no/100** - - - - - (\$ 5,000.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Fifty and no/100 - - - - - (\$150.00) Dollars,

or more at purchaser's option, on or before the **2nd** day of **March** , 1979,

and **One Hundred Fifty and no/100** - - - - - (\$150.00) Dollars,

or more at purchaser's option, on or before the **2nd** 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 **nine** per cent per annum from the **2nd** 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

or, at such other place as the seller may direct in writing.

The entire contract balance, together with all interest due thereon, shall be paid in full on or before ten years from date of recording of this contract.

It is agreed and understood that purchasers may not cut or remove timber without the written consent of the sellers herein. This is not to restrict the clearing of a homestead, however.

The Seller is aware the Purchaser, Patrick H. McKee, is a licensed Salesman for the State of Washington.

As referred to in this contract, "date of closing" shall be date of recording

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be 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, contract or other encumbrance, or 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 delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to have 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 assigns 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 herein 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 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 in 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 expense of procuring the same shall be devoted 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.

(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 therefor, issued by EMERSON NATIONAL TITLE INSURANCE COMPANY, securing 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 on the date of closing and containing no exceptions other than the following:

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, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(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 said 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 fulfillment deed to said real estate, excepting any part thereof heretofore taken for public use, free of encumbrances except any that may attach after date of closing through no person other than the seller E-151 subject to the following:

Rights of way and easements of record.

FEB. 1 1979

Amount Paid 230

Slamania County Treasurer
By Tandy J. Shaw Op

(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, 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 here 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 debt 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 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 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 amount 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.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is 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 securing records to determine the condition of title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

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

Patrick H. McKee

Anita McKee

Fred A. Haag

Judy A. Haag

Theodore J. Shaw

Patricia L. Shaw

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Fred A. Haag, Judy A. Haag, Theodore J. Shaw and Patricia L. Shaw

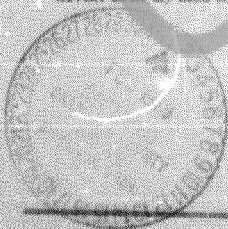
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of January, 1979.

Notary Public in and for the State of Washington

residing at Vancouver

88010



PIONEER NATIONAL
TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

COUNTERSPACE RESERVED FOR RECOPY USE

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT WAS FILED BY

Shaw & Little Co

ON January 30 1979

FILED IN CLARK COUNTY

WAS PRESENTED BY Shaw & Little Co

TO Shaw & Little Co

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

Shaw & Little Co

Shaw & Little Co

REGISTERED

INDEXED

RECORDED

COMPALED

MAILED