



88852

REAL ESTATE CONTRACT

BOOK 76 PAGE 393

SK 11470

3-8-20-B-300

THIS CONTRACT, made and entered into this 17th day of April, 1979,
between JAMES R. WINGFIELD and FLETCHER A. WINGFIELD

hereinafter called the "seller," and BRADLEY D. WILKINS and DEBORA L. WILKINS,
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:
The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 20, Township 3 North, Range 8 E. W. M., EXCEPT that portion thereof described as follows:

Beginning at a point 20 feet south of the northeast corner of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of the said Section 20; thence west 209 feet; thence south 418 feet; thence east 209 feet, more or less, to intersection with the east line of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of the said Section 20; thence north 418 feet, more or less, to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is SEVENTY THOUSAND and NO/100 \$70,000.00 Dollars, of which SEVENTEEN THOUSAND FIVE HUNDRED and NO/100 \$17,500.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Purchasers agree to pay the remaining balance of the purchase price amounting to Fifty-Two Thousand Five Hundred and NO/100 (\$52,500.00) Dollars in four (4) annual installments of Thirteen Thousand One Hundred Twenty-Five and NO/100 (\$13,125.00) Dollars commencing on the tenth day of January, 1980, and thereafter on the tenth day of January of 1981 and 1982 with a final payment on the tenth day of January, 1983. Said annual installments shall bear interest at the rate of seven and one-half percent (7 $\frac{1}{2}$ %) per annum payable on said installment due dates.

Purchasers will have the right to a release by deed of two (2) acres of said premises (together with an easement for access and utilities), and any and all costs involved in said deed release shall be for the account of purchasers.

Purchasers will have the further right to cut and remove all of the merchantable timber from said premises on payment of the annual installment due January 10, 1980.

Purchasers reserve the right to pay all of the remaining unpaid purchase price (plus any interest due) at any time after January 10, 1980.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be April 17, 1979

1. The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied 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, deed of trust, 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 or agreement for alterations, improvements or repairs unless the covenant or agreement 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 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 remaining after payment of the same. 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 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:

- Printed general exceptions appearing in said policy form,
- 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
- 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, 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 any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due to 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 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 for the second half of 1979; and any tax hereafter levied pursuant to R.C.W. 84.33; and

(b) An easement for an access road and water pipeline and water rights as described in warranty deed dated June 28, 1960, recorded at page 217 of Book 47 of Deeds, Records of Skamania County, Washington.

(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 consultation 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 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 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.

James R. Wingfield (SEAL)

Fletcher A. Wingfield (SEAL)

Robert J. Wingfield (SEAL)

STATE OF WASHINGTON,

County of Skamania

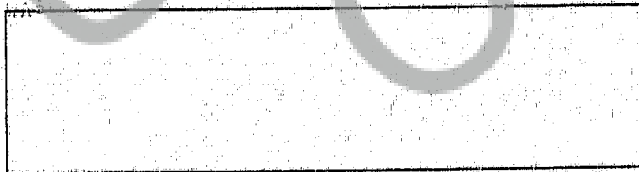
On this day personally appeared before me JAMES R. WINGFIELD and FLETCHER A. WINGFIELD

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 17th day of April, 1979.

William D. Stevenson
Notary Public in and for the State of Washington
residing at Stevenson, Washington

WHEN RECORDED, RETURN TO



6602
No. 6602
Amount Paid \$ 700.00

Skamania County Treasurer
By William D. Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	☒
INDEXED	☒
RECORDED	☒
COMPALED	☒
MAILED	☒

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Skamania Title Co.
OF Stevenson, Wa
AT 2:00 PM April 17, 1979
WAS RECORDED IN BOOK 76
OF Deeds AT PAGE 393
OFFICE OF SKAMANIA COUNTY, WASH.
W. D. Stevenson
COUNTY CLERK

DEPUTY