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BOOK 76 PAGE 398

RC 44-1-1964

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 12th day of April, 1979

between JACK A. SUNSERI, a single man,

hereinafter called the "seller," and

LEWIS B. COLE and CAROL A. COLE, 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:

SEE LEGAL ATTACHED AS EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

6606

TRANSACTION EXCISE TAX

665.00

Skamania County Treasurer
Kennedy J. Hahlgren

The terms and conditions of this contract are as follows: The purchase price is SIXTY SIX THOUSAND FIVE HUNDRED AND NO/100 (\$ 66,500.00) Dollars, of which TWENTY FOUR THOUSAND AND NO/100 (\$ 24,000.00) Dollars have

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

Within 60 days from date of closing of this contract seller agrees to grant to purchasers a five (5) acre deed release consisting of sellers free and clear four (4) acres and one (1) acre of purchasers choice. September 1, 1979 an additional sum of \$20,000.00 shall be due the seller. Purchasers and seller herein agree that said \$20,000.00 can be paid as follows, if not the entire sum paid in cash on September 1, 1979. Purchaser will pay a minimum of \$10,000.00 in cash and the balance of \$10,000.00 will be secured by the appropriate documents executed to seller and also secured by a note for same. The security documents will be recorded against the land adjoining purchasers home or against purchasers home to be at sellers option. The re-payment to seller of said \$10,000.00 shall be as follows: Twelve (12) per cent per annum on the unpaid balance, payable at \$120.00 per month and not to exceed eighteen (18) months from date of said note at which time the entire sum of both interest and principal will be paid in full to seller. The entire unpaid balance of \$42,500.00 will be paid at 9.50 per cent per annum from date of closing. The entire sum of both interest and principal will be paid in full fifteen months from closing hereof. Purchasers agree to assume the existing lighting contract and all terms with the P.U.D. Seller agrees to leave timber on property. Seller agrees to remove junk pile from said property prior to June 15, 1979. Purchasers may pay in full this contract at any time after January 1, 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 16, 1979.

1. The purchaser agrees and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereunder 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 sellers 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 responsible for deciding 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 wife, and applied as payment on the purchase price hereon 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 Chicago Title Insurance Company, insuring the purchaser to the full amount of a purchase price agreed to, less 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;
- Taxes 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.

JES. S. Miller Skamania County Title Order No. 1214

JES:cm 25-79

Transaction in compliance with County Code Chapter 10.01
Skamania County Auditor - Bill

Contract dated April 29, 1975, recorded July 3, 1975, in Book 69, page 150, Skamania County Deed Records. Contract dated December 1, 1978, recorded February 26, 1979, in Book 76, page 399, Skamania County Deed Records.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchaser of 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 of fulfillment of 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:

1. The Lien of any additional taxes, penalties and interest upon any withdrawal or change of classification of County Assessment.
2. Rights of the public in streets, roads and highways.
3. Right of way easement granted to Pacific Power and Light Company, dated October 7, 1930, recorded February 20, 1931, in Book "W", page 567, Skamania County Deed Records.
4. Perpetual easement 60 feet in width for road and utility purposes as conveyed by Deed Recorded January 20, 1975 in Book 68, page 211, Skamania County Deed Records.

(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 the seller's right to foreclose 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 A. Clark
Carol A. Cole

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me

Jack A. Sunseri

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his

free and voluntary act and deed, for the uses and purposes

herein stated.

GIVEN under my hand and official seal this

16th day of April 1979

William M. Vargauer
Notary Public in and for the State of Washington

Residing at Vancouver



Chicago Title Insurance Company

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip

REGISTERED
INDEXED
FILED
RECORDED
COMPARED
MAILED

CONFIRMS PAGE PREVIOUS FOR RECORDERS USE

THE COUNTY CLERK THAT THE CITY

INSTRUMENT IS FILED FOR RECORD BY

First Officer, Title Co.

OF *Skamania Co.*

AT *12:30 P.M.* April 18, 1979

AS RECORDED IN BOOK *76*

OF *Skamania Co.*

COUNTY OF SKAMANIA, WASH.

Sp. Todd

COUNTY ATTORNEY

W. W. W. W.

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88357

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LEGAL DESCRIPTION

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 30, Township 2 North, Range 5 East, Willamette Meridian; Thence North along the West line of said Southeast Quarter of the Southwest Quarter 875 feet, thence East parallel to the South Line of Section 30 a distance of 624 feet; thence South parallel to said West line 204 feet, thence East parallel to said South line 3 feet to the East line of the Southwest Quarter of Southeast Quarter of the Southwest Quarter of Section 30; thence South along said East line 671 feet to the South Line of Section 30; thence West 660 feet to the Point of Beginning. Except County Roads; Except that property lying Southwesterly of Huckins-Buhman County Road

/ NON-EXCLUSIVE

AND SUBJECT to an easement 40 feet wide for ingress, egress and utility purposes being 20 feet either side of the following described center line:

Beginning at a point of entrance 875' North of the South line of Section 30, Township 2 North, Range 5 East, Willamette Meridian and 533 feet East of the West Line of the Southeast Quarter of the Southwest Quarter of Section 30; thence in a Southeasterly direction 195 feet to a point of exit 702 feet North of the South Line of Section 30 and 624 feet East of the West line of the Southeast Quarter of the Southwest Quarter of Section 30.

RESERVING UNTO THE GRANTOR, his heirs or assigns, an non-exclusive easement for ingress, egress and utilities, over and across that portion of the following easement within the boundaries of the property being herein conveyed and described as follows:

A strip of land 40 feet wide across the Southwest quarter of Section 30, Township 2 North, Range 5 East, W.M. being 20 feet either side of the following described center line:

Commencing at a point on the East line of the Southwest Quarter of the Southwest Quarter 630 feet north of its intersection with Huckins-Buhman County Road; Thence in a westerly direction 630.7 feet to an intersection with the centerline of Huckins-Buhman County Road 20 feet westerly of when measured at right angles to the East Line of the Southwest Quarter of the Southwest Quarter of said Section 30.

EXCEPT COUNTY ROADS.