

## REAL ESTATE CONTRACT (FORM A-1964)

1-5-7-300 51-11465

THIS CONTRACT, made and entered into this 13th day of APRIL, 1979

between HELEM I. PETERS, A SINGLE PERSON

horeinafter called the "seller," and JERRY D. HAMRICK & JACQUELINE A. HAMRICK, HUSBAND & WIFE hereinafter called the "ourchaser,"

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: A TRACT OF LAND IN SECTION 7, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST 456.8 FEET; THENCE SOUTH 206.8 FEET; THENCE EAST 456.8 FEET; THENCE NORTH 206.8 FEET TO THE POINT OF BEGINNING; EXCEPT RIGHT OF WAY FOR BELL CENTER COUNTY ROAD NO. 1004.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND AGREEMENTS OF RECORD, IF ANY.

The terms and conditions of this contract are as follows. The purchase price is THIRTY THREE THOUSAND FIVE

TWO HUNDRED AND FORTY TWO AND NO/100------- IS 242.00 | Dollars,

or more at purchaser's option, on or before the

19TH day of MAY

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and TWO HUNDRED AND FORTY TWO AND NO/100----- (\$ 242.00 ! Dollars,

or more at purchaser's option, on or before the 1.8TH 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 10 per cent par annum from the 18TH day of ARPIL 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 virting.

HELEN I. PETERS 22710 98th AVENUE WEST EDMONDS, WASHINGTON 98020

THE BEGINNING BALANCE OF THIS REAL ESTATE CONTRACT IS: \$25,125.00.

BALANCE OF REAL ESTATE CONTRACT TO BE PAID IN FULL WITHIN FIVE (5) YEARS FROM DATE OF CLOSING.

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

APRIL 18, 1979

- (1) The purchaser assumes and agrees to pay before definitioners all taxes and assessments that may as between granter and grantee the before a free on said real estate; and if by the terms of this contract the purchaser has assurated payment of any mortgage, contract or after encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchase surgers to pay the same before delinquency.
- [2] The purchaser agrees, until the purchase price is fully per J, to keep the buildings now and hareafter placed on said roal estate insured to the actual cash value thereof egainst loss or demoge by both line and windstorm in a company acceptable to the sailer and for the sailer's hareful, as he interest may appear, and to pay all premiums the refer and to deliver all policies and renewals thereof to the seller.
- 13) The purchaser agrees that full inspection of said real state has been made and that neither the seller nor his assigns shall be field to any covenant respecting the condition of any improvements thereon has shall be field to any covenant respecting the condition of any improvements thereon has shall be field to any covenant or agreement for affectations, improvements or repairs unless the covenant or agreement for affectations, improvements or repairs unless the covenant or agreement relied on a contained herein or is in writing and attached to and made a part of this contract.
- attached to and makes a part of this contract.

  All The purchaster assumes all hazards of damage to or destruction of any improvements now on said real estate or any part thereof for public use, 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 follow of toxis-destruction. In case any part of said real estate is token for public use, the portion of the condemnation award romaining after payment of reason oblic expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the solar effects to pally with purchaser to pupily 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 setter has delivered, or agrees to deliver within 15 days no 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 dainage by reason of defect in saider's title to said real estate as of the date of closing and containing no exceptions other than that following.
  - a Printed general exceptions appearing in said policy form;
  - b. Livins or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyence hereunder is to be made subject, and
  - a 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 estale 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, this just have the right to make any payments necessary to remove the default, and any payments so make shall be expliced to the payments next failing due the seller under this contract.

purchaser a statutory payt thereof hereafter thin the seller, and su	warranty FULFILL: taken for public use, free of bject to the following:	MRNT encumbrances except any th	int may attach after dans c	d to sold real estate, excepting any of closing through any person other
SUBJECT TO OF RECORD,	ALL EASEMENTS, IF ANY.	RESTRICTIONS,	RESERVATIONS	AND AGREEMENTS S6
	4.1	With the second		TRANSACTION EXCISE
		, <b>n</b>	•	Amount Faid 33445

(ii) Unless a different data is provided for hereing are purchaser shall be antitled to possession of said real estate of county treasures are the possession so long as purchaser is not in default increunder. The purchaser coverants to keep the building and other improvements on said real retate in good repair and not to permit whete and not to use, or permit the use of, the real estate for any lifegal purpose. The purchaser coverants to pay all service, installation or construction charges for water, selver, electricity, garbage or other littlity services furnished to seld real estate for as the purchaser fall or the class of the purchaser fall or the class of the purchaser fall or the class the purchaser fall or the class of the purchaser fall or the purchaser fall

(9) In case the purchaser falls to make any payment herein provided or to maintain insurance, as herein required, the saller may make such asymment or effect such insurance, and any amounts so poid 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 saller's denivnd, all without prejudice to any other right the seller might have by remove of such default.

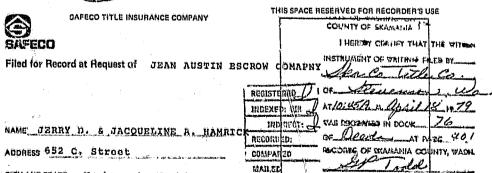
100. Time is of the assence of this contract, and it is ogreed that in case the purchaser shall fall to comply with or perform any condition or agreeinant hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's 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 litiguidated 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 tin the part of the purchaser shall be construed as a waiver of any substantial stability. substiguent 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 to his address last known to the saller.

(11) Upon saller's election to bring suit to enforce any covenant of this contract, including suit to collect any pownant sequered because, 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 saller 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 scarching records to determine the condition of title at the date such dust it remmenced, which sums shall be included in any judgment or decree entered in such suit.

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

	HELEN I. PETERS	beters. (SEAL)
		(SEAL)
STATE OF WASHINGTON,	BRRY D. HAMRICK	Scientification (SEAL)
County of Anillanum 355 On this day personally appeared before me HEL	ACQUELINE A. HAMR JEN I. PETERS	ISEALI
o me known to be the individual described in and who	executed the within and foregoing insti	unient, and acknowledged that
SHE signed the same as or the uses and purposes therein mentioned.	HER	free and voluntary act and deed,
GIVEN under my hand and official seal this /4/	day of APRIL 1979	She Rea
AP: 1979		for the State of Washington
Alta 1979		
CONTRACTOR OF THE PROPERTY OF	r p- · · · · · · · · · · · · · · · · · · ·	
DARRON TITLE INICIONALCE COMBA	THIS SPACE RE	SERVED FOR RECORDER'S USE



CITY ANDSTATE \_\_ Washougal, Washington\_ 98671

COUNTY AUTOR