

88505



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 8th day of May, 1979 between MERLIN M. RENNER and MARJORIE M. RENNER, husband and wife, hereinafter called the "seller", and RONALD L. ROMBALSKI and JOANNE C. ROMBALSKI, 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:

Lot 2, Block 4, PLAT OF RELOCATED NORTH BONNEVILLE, recorded in Book B of Plats, Page 8, under Skamania County File No. 83466 also recorded in Book B of Plats, Page 24, under Skamania County File No. 84429, Records of Skamania County, Washington.

EXCEPT the following reservation, reserved by the United States of America: The right to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement, if any, as shown on said recorded plat.

The terms and conditions of this contract are as follows: The purchase price is Ten Thousand and No/100 (\$10,000.00) 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:

The purchaser agrees to pay the balance of the purchase price in the sum of Five Thousand and No/100 (\$5,000.00) Dollars in monthly installments of One Hundred Six and 24/100 (\$106.24) Dollars, or more, commencing on the 8th day of June, 1979 and on the 8th day of each and every month thereafter until the balance of the purchase price shall have been paid. The said monthly installments shall include interest at the rate of ten percent (10%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal.

All payments to be made hereunder shall be made at Star Route, Greenlee (Renner), or at such other place as the seller may direct in writing.

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

May 8, 1979

Real Estate Contract
Renner to Rombalski
Page One

Real Estate Contract
Renner to Rombalski
Page Two

(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.

(2) 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 said property.

(3) The purchaser assumes all hazards of damage to or destruction of any improvements 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.

(4) The seller has delivered, or agrees to deliver on the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by First American Title Insurance Company of Skamania County, 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.

(5) 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:

NONE

(6) 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 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.

(7) 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

Real Estate Contract
 Renner to Rombalski
 Page Three

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 to his address last known to the seller.

(8) 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 right 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.

No. 6671 Merlin M. Renner
 TRANSACTION EXCISE TAX Marjorie M. Renner
Joanne C. Rombalski
 Amount Paid \$100.00
 STATE OF WASHINGTON
 County of Skamania } Skamania County Treasurer
 By Joanne C. Rombalski

On this day personally appeared before me MERLIN M. RENNER and MARJORIE M. RENNER, husband and wife, 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 4th day of May, 1979.

STATE OF WASHINGTON)
 County of Skamania)

Richard L. Rombalski
 NOTARY PUBLIC in and for the
 State of Washington,
 residing at Carson, WA.

On this day personally appeared before me RONALD L. ROMBALSKI and JOANNE C. ROMBALSKI, husband and wife, 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 4th day of May, 1979.

Richard L. Rombalski
 NOTARY PUBLIC in and for the
 State of Washington,
 residing at Carson, WA.