

5K-11494
2-5-20-502REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between ROBERT M. MORSON and BERTHA P. MORSON, husband and wife, hereinafter referred to as "Seller", and LEON E. WHETZEL and CATHERINE S. WHETZEL, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of the North half of the Southwest quarter of the Northwest quarter; thence East along the South line of said North half, a distance of 594 feet to the TRUE POINT OF BEGINNING of this description; thence continuing East along said South line, a distance of 198 feet; thence North parallel with the West line of said Southwest quarter of the Northwest quarter, a distance of 660 feet to a point on the North line of the Southwest quarter of the Northwest quarter; thence West along said North line, a distance of 198 feet; thence South parallel with the West line of said Southwest quarter of the Northwest quarter, a distance of 660 feet to the TRUE POINT OF BEGINNING (said parcel also being known as Lot 2 of Robert M. and Bertha P. Morson Short Plat, recorded under Auditor's File No. 88401, records of said County).

TOGETHER WITH and SUBJECT TO an easement and right of way for ingress and egress and public or private utilities, 60 feet in width, as reflected in instrument recorded under Auditor's File No. 75435, records of Skamania County, Washington.

SUBJECT TO easement and right of way for electric power distribution lines as granted to Public Utility District No. 1 of Skamania County by instrument recorded under Auditor's File No. 69169, records of said County.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00), of which Purchaser has paid to Seller the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), upon the execution of this contract, the

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AREA CODE 206—TELEPHONE 824-1988

receipt whereof Seller hereby acknowledges. The balance of the purchase price in the sum of \$14,000.00 shall be due and payable in monthly installments of ONE HUNDRED SIXTY-THREE AND 30/100 DOLLARS (\$163.30), or more at Purchaser's option, commencing thirty (30) days after the date of this agreement and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from the date of this instrument at the rate of nine and one-half percent (9-1/2%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month and the balance credited to the principal. The installments aforesaid shall be paid for collection and credit to Seller's account at Vancouver Federal Savings & Loan Association, Washougal, Washington.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1978. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Such real property taxes for the current year shall be prorated between the parties as of the date of this instrument.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on the date of this contract and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens or the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided,

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or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable amount as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. ADDITIONAL COVENANTS:

(a) Seller covenants to furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

(b) It is acknowledged that Seller is presently acquiring the within property by executory real estate contract and has additionally assigned his vendee's interest in said contract to Washington State Bank for collateral purposes only. Seller covenants to make all payments required by said contract and the terms of the obligation secured by the assignment of vendee's interest to the end that the property herein will be conveyed to Purchaser upon final payment and performance of this contract free and clear of the liens of such contract and assignment. If Seller shall neglect any payments required by said executory contract or assignment, then Purchaser may, at his election, make any such payments in order to protect his interest in the property, and any sums so paid by Purchaser shall be credited on the monthly installments next coming due pursuant to this contract.

(c) Purchaser shall be privileged to draw water from the well of Seller on adjoining property for reasonable domestic purposes for a period of one (1) year from the date of this instrument and Purchaser shall pay to Seller for such privilege and use the sum of TEN AND NO/100 DOLLARS (\$10.00) per month. All charges and expenses incurred to connect to said well and transport water to the above described property shall be paid by Purchaser.

IN WITNESS WHEREOF, the parties have executed this instrument this 11th day of May, 1979.

Robert M. Morson
Robert M. Morson

Leon E. Whetzel
Leon E. Whetzel

Bertha P. Morson
Bertha P. Morson

Catherine S. Whetzel
Catherine S. Whetzel

S E L L E R

P U R C H A S E R

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BOOK 76 PAGE 524

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me ROBERT M. MORSON, BERTHA P. MORSON, LEON E. WHETZEL and CATHERINE S. WHETZEL, 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 11th day of May, 1979.

No. **6684**
TRANSACTION EXCISE TAX

Amount Paid \$ 170.00

Skamania County Treasurer
By Michael J. Cornwell

W. Richardson
Notary Public in and for the State
of Washington,
Residing at Tacoma

88531

STATE OF WASHINGTON)
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY

Spencer T. Richardson

OF Thurman, WA

AT 11:20 AM May 14, 1979

WAS RECORDED IN BOOK 76

OF Deeds PAGE 521

IN THE COUNTY OF SKAMANIA, WASH.

Spencer T. Richardson
COUNTY CLERK

BY J. W. Wachtler

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED: X	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>