



88553  
REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 76 PAGE 540

THIS CONTRACT, made and entered into this 14<sup>th</sup> day of May, 1979  
between RUBY D. SOOTER, as her separate property,  
hereinafter called the "seller," and WILLIAM SHORE KREPS and ALBERTA JEAN KREPS,  
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:

17 225

Lot 4# of SOOTER TRACTS, according to the official plat thereof on file and of record at page 138 of Book A of Plats, records of Skamania County, Washington.

SUBJECT TO the following restrictive covenant: No mobile home or trailer house shall be kept, used or occupied on said premises; said property shall not be used for commercial purposes.

The terms and conditions of this contract are as follows: The purchase price is Three Thousand Five Hundred and no/100----- \$ 3,500.00 Dollars of which Five Hundred and no/100----- \$ 500.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Five Hundred and no/100----- \$ 500.00 Dollars, or more at purchaser's option, on or before the 14<sup>th</sup> day of November 19 79

and Five Hundred and no/100----- \$ 500.00 Dollars, semi-annually thereafter, or more at purchaser's option, 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 Seven (7) per cent per annum from the 14<sup>th</sup> day of May 19 79, 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 018 F Sooter Road, Underwood, Washington 98651 or at such other place as the seller may direct in writing.

No. 6693

TRANSACTION EXCISE TAX

Amount Paid See Below 65.65

Skamania County Treasurer

By *[Signature]* *[Signature]*

As referred to in the contract, "closing" shall be May 14, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee become a lien on said real estate, and by the terms of this contract the purchaser has a limited payment of any mortgage, contract or other encumbrance, if so assumed, if timely or agreed to make his subject to any taxes or assessments that a lien on said real estate, the purchaser agrees to pay the same if and when due.

(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, 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 his 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 any improvements thereon nor shall the purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement related thereto is contained herein or is in writing and attached to and made a part of the contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, end 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 an amount of such condemnation award to the refunding or restoration of any improvements damaged by such taking. In case of damage to the property from a third party against whom 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 purchase 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 thereto, 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:

a. Printed general except, is appearing in said policy form.

b. 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

c. Any existing covenant 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 or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the lessor shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments first 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 the purchaser or his attorney a warranty **fulfillment** deed to said real estate, exceeding 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:

**Restrictive covenants, as follows:** No mobile home or trailer house shall be kept, used or occupied on said premises; said property shall not be used for commercial purposes.

(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 for 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 of agreement hereof or to make any payment required hereunder promptly in 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 to 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 payments 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.

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.

*Ruby D. Scooter*  
RUBY D. SCOOTER

(SEAL)

*William Shore Kreeps*  
WILLIAM SHORE KREEPS

(SEAL)

*Alberta Jean Kreeps*  
ALBERTA JEAN KREEPS

(SEAL)

*Ruby D. Footer*

(SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

she signed the same as her

free and voluntary act and deed.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10<sup>th</sup> day of

May, 1979

*Stephen J. Stevenson*  
Notary Public in and for the State of Washington  
residing at Stevenson

SEARCHED
INDEXED
SERIALIZED
FILED
RECORDED
COMPILED
STAMPED

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR WRITING FILED BY

*Stephen J. Stevenson, Notary Public in and for the State of Washington*  
AT 2107 N May 10, 1979  
WAS RECEIVED IN PLATE

OR DEEDS  
RECORDED ON DATE 5-10-79  
RECORDED IN CITY OF TACOMA, WA

*M P Yadd*  
*B Ballock*