



RH719

**REAL ESTATE CONTRACT
(FCRM A-1964)**

NOCE 76 PAGE 642

THIS CUPTRA "T", made and entered into this 9th day of May, 1979
between LEONARD T. FOSTER and RUBY J. FOSTER, husband and wife,
hereinafter called the "spouse," and JOHN W. PANCO and JUDITH E. PANCO, husband and wife
hereinafter called the "durchand."

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

Lot 12 of FOSTER ADDITION, according to the official plat thereof on file and of record at page 33 of Book B of Plats, records of Skamania County, Washington.

SUBJECT TO Public Utility District No. 1 of Skamania County
easement over the Northerly 5 feet of said lot 12.

The terms and conditions of this contract are as follows: The purchase price **Eight Thousand and no/100**
\$ 8,000.00, **comprising** **Two Thousand and no/100** **\$ 2,000.00** **Down payment**,
Seventy-two and 80/100 **\$ 72.80** **Dollars**,
more at purchaser's option, on or before the **3rd day of June 1979**.

Seventy-two and 80/100 72.00 Dollars
or more at purchaser's option, in or before the 23rd day of May 1979, in one or more monthly installments, calendar month commencing January 1, 1979, and continuing through December 31, 1980, in amounts to be determined by the balance of each month's unpaid balance plus interest at the purchase price that have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said note at the rate of 7% per annum from the date of payment of the first payment until the date of final payment.
Eight (8) per cent per annum from the date of payment of the first payment until the date of final payment.
Subject to a maximum of 12 months to complete all payments and the balance of each payment month in reduction of principal.
All payments to be made hereinafter shall be made at P.O. Box 416, Stevenson, WA 98640.

A circular stamp from the Sacramento County, California Tax Collector. The outer ring contains the text "SACRAMENTO COUNTY CALIFORNIA TAX COLLECTOR". The center contains "TRANSACTION EXCISE TAX" at the top, "AMOUNT PAID" below it, and "MAY 22 1973" at the bottom. A large "X" is stamped over the amount paid field.

1. This document contains neither recommendations nor conclusions of the State Department. It reflects the views of the author(s) presented here as fact or interpretation.

(3) The purchaser agrees that it is his duty to keep the buildings, grounds, walls, property or land real or otherwise in the same condition as when he received them, except for damage by acts of God, fire and destruction in a manner un-aptite to the safety and welfare of the community, and to do all that may be necessary to prevent all possible annoyance thereto, to the safety

an agreement for an extension, arrangements shall be made by the lessor to have the property affected to and made a part of his property.

(d) The purchaser assumes all expenses of maintenance or destruction of any improvements now on land and real estate or fixtures thereon the record of the title. I and my wife, or my wife and her husband, do hereby agree that no such damage, destruction or loss shall constitute a cause of action against us, in case any part of said real estate is taken for public use, and agrees that the lessor damage, destruction or loss of said real estate, in case any part of said real estate is taken for public use, the portion of the compensation, rental, rent and the payment of reasonable expenses of removing the same, shall be paid to the seller and applied as payment on the purchase price herein unless otherwise directs to allow the purchaser to receive all or a part of such compensation as credit to the rental value or restoration of any interest in the property so taken.

(e) In case of any damage to the property, the lessor may sue for damages by such action, or cause of action, as he may have against the property owner, and may recover against the lessee, only such insurance remaining after laying claim to the lessor, or cause of action, as he may have against the property owner.

time, unless purchaser objects thereto in writing within 10 days after receipt of the documents referred to above.

(b) The seller has possessed, or agrees to deliver within 15 days of the date of closing, a grantor's policy of title insurance in standard form, or a commitment thereto, issued by **SAFECO TITLE INSURANCE COMPANY**, insuring the amount of total purchase price against loss or damage by reason of defect in seller's title to be held subject to the date of closing and containing no exceptions other than those set forth below:

- Warranty**

 - a. Provided general warranties concerning the said nothing form.
 - b. Liens or encumbrances, which by the terms of this contract, the purchaser to be aware may be placed upon the property which he considers it his
duty to remove and.
 - c. Any existing encroachments upon the property as far as will be found, being road right-of-ways, water rights, drainage, etc., which affect the
property, which he is bound to remove, but the existence of it is his responsibility, the same to be certified by the owner's affidavit.

(ii) 15 years from the date and place where it is delivered to the consumer, unless earlier or later, whichever comes first, by the producer or distributor, or by the person to whom it has been sold, or by the person to whom it has been given as a gift, or by the person to whom it has been lent, or by the person to whom it has been mortgaged or otherwise disposed of before the 15 years, or by anyone to whom it has been transferred without compensation. This period, however, does not affect the right of the consumer to demand delivery of the goods if they are not delivered within the time limit set by the producer or distributor.

(7) The seller agrees, on receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Purchaser a Statutory Deed, by **f. fulfillment**, dated or undated, excepting any part thereof hereafter given for public use, free of encumbrances except any that may attach after date of closing through no person other than the seller, and subject to the following:

P.U.D. agreement over the Northerly 5 feet of Lot 12.

(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, electric, gas, 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 recoverable by purchaser on other demands, 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 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, improvements and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have rights to 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 defaults.

Seller, upon purchase of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by the most usual Mail, postage pre-paid, return receipt requested, directed to the purchaser in his address last known to the seller.

(11) In case seller fails to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the seller agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be paid by the judgment or decree entered in such suit.

(12) The seller, upon day of suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment so entered, the defendant agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable sum, if any, remaining unpaid, to determine the condition of title at the date such suit is commenced, which sum shall be included in any judgment or decree rendered in such suit.

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

Leonard T. Foster **SEAL**
LEONARD T. FOSTER
Ruby J. Foster **SEAL**
RUBY J. FOSTER
John V. Panco **SEAL**
JOHN V. PANCO
Judd E. Stevenson **SEAL**
JUDD E. STEVENSON

STATE OF WASHINGTON

County of Skamania

On this day of May, 1979, before me, a Notary Public, and I do solemnly swear and declare that the above named persons, Leonard T. Foster and Ruby J. Foster, to me known to be the individuals described in and who executed the within instrument, have acknowledged that they their true and voluntary signatures.

GIVEN under my hand and official seal this 23rd day of May, 1979.

Stevenson

Notary Public in and for the State of Washington
RECORDING DEPT.

Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: CIR
SEARCHED
RECORDED: ✓
COMPARED
SERIALIZED

THIS SPACE RESERVED FOR RECORDER'S USE	
EXCEPT AS PROVIDED IN THE RECORDING ACT	
COUNTY OF SKAMANIA 1979	
I HEREBY CERTIFY THAT THE FOREGOING	
INSTRUMENT OF WRITING IS FILED BY	
<i>Stevenson</i>	
OF <i>Stevenson</i> AT <i>Skamania Co., WA</i>	
AT <i>Judd E. Stevenson</i> on <i>May 23, 1979</i>	
WAS RECEIVED IN BOOK <i>76</i>	
AND INDEXED AT <i>May 23, 1979</i>	
RECORDER OF SKAMANIA COUNTY, WASHINGTON	
<i>Judd E. Stevenson</i>	
RECORDED	SEARCHED
SERIALIZED	INDEXED
COMPILED	
FILED	
CERTIFIED AUDITOR	
SAFECO TITLE INSURANCE COMPANY	