88730 REAL ESTATE CONTRACT (FORM A-1964) BOOK 76 PAGE 690

J-S-33-2-5-E
SA-0570

THIS CONTRACT, made and entered into this 15th day of June, 1979

between ROBERT L. WILLIAMS, and MARGARET J. WILLIAMS, husband and wife

hereinafter called the "seller," and BILLY VANN and OTLIA VANN, 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:

That portion of the Southeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:
Beginning at a point on the East line of said Section 33 which is 700 feet South of the Northeast corner of the Southeast quarter of the Northeast quarter of said Section; thence West 200 feet; thence South parallel to the East line of said Section 300 feet, more or less, to the center of the Washougal River; thence Easterly and upstream along the center of said river 200 feet, more or less, to the East line of said Section 33; thence North along the East line of said Section 300 feet, more or less, to the point of beginning. TOGETHER WITH easement for ingress and egress to and from the above described property to the public road running from the Northeast corner of the above described tract in a Northerly direction parallel to the East line of said Section to the County Road.

Eighteen thousand and no/one hundred ---------- $18,000.00 Dollars, of which

Five thousand and no/one hundred---------- $5,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price, that is, the sum of

Two hundred and no/one hundred---------- $200.00 Dollars,

or more at purchaser's option, on or before the 15th day of July 19 79

and Two hundred and no/one hundred---------- $200.00 Dollars

or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase price is fully paid. The purchaser further agrees to pay interest on the from time to time balance of said purchase price at the rate of 9% per annum from the 15th day of June 19 79 which interest shall be computed from each payment to the date of each payment applied on account of principal.

All payments to be made hereunder shall be made at or on at such other place as the seller may direct in writing.

Purchaser's to pay their own Real Property Taxes and show proof of same to seller.

As to real estate, time is of the essence of this contract. Date of closing shall be June 15th, 1979

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; and in the event the seller has not paid the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of the same of which said real estate is part of, any tax or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

2. The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured for the benefit of the seller, as his interest may appear, in a company acceptable to the seller, and for the seller's benefit, in the minimum amount of $ 18,000.00 or the full insurable value thereof, whichever is the lesser, and to deliver all policies therefor to the seller.

3. It is mutually agreed that, full inspection of said real estate having been made and it being now accepted by the purchaser in its present condition, no representations or promises in respect thereof by the seller not herein contained shall be binding upon either party hereto, and that no alterations or improvements shall be made by the purchaser without the written consent of the seller. All improvements or repairs unless the contrary be agreed to herein or in writing and attached to and made a part of this contract.

4. The purchaser assumes all hazards of damage to or destruction of any of the improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof by 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 held by the seller and applied in payment on the purchase price hereof, unless the seller elects to apply 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 such proceeds shall be paid to the seller to apply as of the purchase price hereof.

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 therefor, 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 exceptions 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 on the conveyance hereinafter is to be made subject; and

C. 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(C) 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 at maturity as to the same thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied on the payments next falling due the seller under this contract.

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(7) 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 Fulfillment 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:

The above mentioned Statutory Warranty Fulfillment Deed is to be held in a collection account to be set up by Seller, and delivered to Purchaser when all terms of this contract have been fulfilled.

(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 or to meet the 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 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 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 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 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.

Billy Williams (SEAL)

Ottilia Vann (SEAL)

Robert L. Williams (SEAL)

Margaret J. Williams (SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me Robert L. Williams, & Margaret J. Williams, H & W Billy Vann & Ottia Vann, H & W 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 15th day of June, 1979

Jan F. G. Johnson

Notary Public in and for the State of Washington

Residing at VANCOUVER

6768

TRANSACTION TAX

Amount Paid 7.50

Skamania County Treasurer

By [illegible]

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Skamania Title Co. OF Stevenson, Wa. AT 11:50 A.M. June 15 1979 WAS RECORDED IN BOOK 76 OF Deeds AT PAGE 690-91

RECORDS OF SKAMANIA COUNTY, WASH.

G. P. Todd
COUNTY AUDITOR

BY B. Babcock

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