



88730

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 76 PAGE 690

J-5-31-1960
SA-#516

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 1 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

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

on or before the 15th day of July 19 79

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

on or before the 15th day of each succeeding calendar month, until the balance of said purchase price has been fully paid. The purchaser further agrees to pay interest on the delinquent balance of said purchase price at the

rate of 9% per annum, starting from the 15th day of June 19 79

which interest shall be deducted from each monthly payment and the balance of each payment applied on reduction of principal.

All payments to be made hereunder shall be made at or 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 witness my hand and seal of office, this 15th day of June 15th, 1979

The seller, Robert L. Williams and Margaret J. Williams, do hereby certify that they are the owners of the above described real estate and that they have the right to sell the same and that the purchaser has acquired the same by purchase and that the seller is not aware of any other claim or interest in the same.

The purchaser agrees to pay the purchase price in full cash to the seller and to hold the title to the property in fee simple and to defend the title to the property against all claims and demands of third parties.

The purchaser agrees to hold the title to the property in fee simple and to defend the title to the property against all claims and demands of third parties.

The purchaser agrees to hold the title to the property in fee simple and to defend the title to the property against all claims and demands of third parties.

The seller has delivered to the purchaser a deed to the property and the purchaser has accepted the same and the title to the property is now vested in the purchaser.

The purchaser agrees to hold the title to the property in fee simple and to defend the title to the property against all claims and demands of third parties.

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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 the purchaser a statutory warranty.

purchase a statutory warranty.

Fulfillment

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.

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(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 purchase 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 taxes, installation of construction charges fire water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchase is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided 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 in 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 prior to the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon so 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 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 foreclosure and termination of purchaser's rights may be made by United States Mail postage pre-paid, return receipt requested, directed to the purchaser to the address last known to the seller.

(11) Upon seller's election to bring suit to enforce any provision of this contract including the right to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of and incident 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 so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of and incident 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 signed this instrument as of the date and at the place above.

Billy Vann
Ottie Vann
Robert L. Williams

SEAL

SEAL

SEAL

SEAL

STATE OF WASHINGTON

County of Skamania

Margaret J. Williams
Robert L. Williams, & Margaret J. Williams, H & W

SEAL

SEAL

On this day personally appeared to me the **Robert L. Williams, & Margaret J. Williams, H & W**
 Billy Vann & Ottie Vann, H & W
 to me known to be the individual(s) described in and who executed this within and foregoing instrument, and acknowledged that

they

sign the same as

their

true and voluntary act and deed.

For the uses and purposes therein expressed:

GIVEN UNDER HANDS AND SEALS this

15th day of June, 1979

6768

TRANSACTION TAX

Amount Paid \$7.80

Skamania County Records

Examination Fee \$2.00



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WITHIN FILED BY

Newcastle Co

OF Skamania Co

11-20-79

WAS RECORDED IN BOOK 76

OF RECORDS AT PAGE 690-91

RECORDING OF SKAMANIA COUNTY, WASH.

J. P. Todd

COUNTY CLERK

B. B. Buckner

REGISTERED	☒
INDEXED	☒
FILED	☒
RECORDED	☒
COMPLETED	☒
FILED	☒