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REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 18th day of June, 1979between **LLOYD A. GORDON and BERYL E. GORDON, husband and wife.**hereinafter called the "seller," and **LARRY G. KROHLING and LILLIE R. KROHLING,**
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 improvements, in **Skamania** County, State of Washington:

**Lot 1 of RIDGE VIEW TRACTS, according to the
plat recorded June 7, 1971, in Book A, page 150, Plat Records of
Skamania County, Washington. (Also known as lot _____ of Short Plat
filed May _____, 1979 in Book _____ of Short Plats, Page _____ records
of Skamania County, Washington.)**

The terms and conditions of this contract are as follows: The purchase price is **Thirty-six Thousand
and no/100----- \$36,000.00** Dollars, of which
fifteen Thousand and no/100----- \$15,000.00 Dollars have
been paid the receipt whereof is herby acknowledged, and the balance of said purchase price shall be paid as follows: **Two Hundred
Fifty and no/100----- \$250.00** Dollars
as to the purchaser's option, on or before the 18th day of July, 1979.
Two Hundred Fifty and no/100----- \$250.00 Dollars
or more at purchaser's option, on or before the 18th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The amount of each monthly payment to pay interest on the diminishing balance of said purchase price at the rate of **9.25** percent per annum from the 18th day of June, 1979,
which interest shall be deducted from each monthly payment and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made at

at an office other place as the seller may designate, in writing. Contract is to paid in full including interest then due, on or before 5 years from the date hereof. The East 1/2 of said lot 1 of said plat shall be released from said contract on date of closing, by partial fulfillment deed.

Purchaser to comply with requirements of and obtain Short platting.

As referred to in this contract, date of closing shall be June 18, 1979.

(1) The purchaser agrees to pay to the seller all taxes and assessments, that may be, between greater and greater intervals between, upon said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract for a loan or any other form of his assumed payment of or agreed to purchase value, on any taxes or assessments now or then in force, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees to assume, until the purchase price is paid, to keep in building and maintaining on said real estate to the actual fair value that of against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, as 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 full induction of said real estate has been made and that neither the seller nor his agents shall be held to any statement concerning the condition of any improvements thereon, save that the purchaser or seller or the agents of either he held to make a statement concerning the condition of any improvements or repairs unless the covenant or agreement referred to is contained herein or is otherwise attached to and made a part of this contract.

(4) The purchaser agrees to cover all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use and agrees that no right damage, destruction or taking shall constitute a liability of compensation. 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 above, the seller agrees to allow the purchaser 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, including other payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuild, or of such improvements, within a reasonable time unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in owner's form, or a copy thereof, issued by **Fair American Title Insurance Company**, insuring the purchaser to the full amount of said purchase price, no less than damage by reason of debt, & seller's title to said real estate as of the date of closing and containing no exception 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 the conveyance hereunder shall be made subject;
- c. Any existing contract or covenants 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 (c) shall be deemed defects in seller's title.

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AUDITOR'S OFFICE
RECORDED

(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 purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next 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 purchaser a statutory warranty fulfillment due 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:

Utility Easements as delineated on the face of the Plat.

(Rights of the public in streets, roads and highways.

Right of way to Pacific Northwest Pipeline Corporation conveyed by instrument dated October 25, 1955, recorded J-4-56 in Book 40, Page 452, records of Skamania County Deed records, Skamania County, Washington.

(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 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 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 at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including but not to exceed 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 given in favor of the seller, 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 sum 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.

No. 6776

TRANSACTION EXCISE TAX

Amount Paid \$300.00

STATE OF WASHINGTON.

Skamania County, Treasurer

County of SKAMANIA, State of Washington

On this day personally appeared before me

LLOYD A. GORDON

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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

Notary Public in and for the State of Washington,

Residing at

Fevenson



**First American Title
INSURANCE COMPANY**

Filled for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	RECORDED
INDEXED: DIA	SEARCHED
NOTARIZED	COPIED
COMPARED	FILED
VAULED	

THIS IS TO BE CONSIDERED FOR RECORDER'S USE.
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT OR STATEMENT, FILED ON

OF STEPHEN L. GORDON

AT 3:40 P.M. JUNE 19, 1979

WAS RECEIVED IN RECORDS AT

OF DEPARTMENT OF RECORDS

RECORDS OF SKAMANIA COUNTY, WASH.

BY STEPHEN L. GORDON

COUNTY AUDITOR

STEPHEN L. GORDON

The terms and conditions of this contract are as follows: The purchase price is **Thirty-six Thousand and no/100** **\$ 36,000.00** Dollars, of which **Fifteen Thousand and no/100** **\$ 15,000.00** Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: **Two Hundred Fifty and no/100** **\$ 250.00** Dollars, or more at purchaser's option, on or before the **18** day of **July, 1979**, and **Two Hundred Fifty and no/100** **\$ 250.00** Dollars, or more at purchaser's option, on or before the **18** day of each succeeding calendar month 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 **9.25** per cent per annum from the **18** day of **June, 1979**. All 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 **as such other place as the seller may direct in writing.** Contract is to paid in full including interest then due, on or before 5 years from the date hereof. The East 1/2 of said lot 1 of said plat shall be released from said contract on date of closing, by partial fulfillment deed. Purchaser to comply with requirements of and obtain short platting.

As referred to in this contract, "date of closing" shall be **June 18**.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at any time be levied upon and granted hereon becoming a lien on said real estate, and if by the terms of this contract the purchaser has no timely payment of any mortgage, contract or other encumbrance, or has a name payment of agreed to purchase subject to any taxes or assessments being a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees until the purchase date to make paid, to keep, be building now and hereafter placed on said real estate insured to the actual value thereof against loss or damage by both fire and wind-torn in a company acceptable to the seller and for his seller's benefit, as 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 full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant hereof that the condition of any improvements thereon nor shall the purchaser or seller or lessor or lessee be held to any covenants or agreements for alterations or improvements or repairs unless the covenant or agreement referred to is contained herein or is otherwise and distinctly made a part of this contract.

(4) The purchaser agrees to pay all losses of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and of the taking of any real estate or any part thereof for public use and agrees that no such damage, destruction or taking shall entitle him to any compensation. In case any part of said real estate 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 unless the seller directs otherwise, the purchaser to satisfy 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 or re-insurance shall be used to repair or restore the same in the reasonable expense of purchaser & the seller shall be entitled to the duration or retaking of such improvements until it is reasonably done, unless purchaser elects, in which event the said proceeds shall be paid to the seller for application on the purchase price above.

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, with commitment thereon, issued by "First American Title Insurance Company", insuring the purchaser to the full owner of said real estate 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. Purchaser's usual 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 the covenants hereunder do not apply, 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 (c) shall be deemed defects in seller's title.

