



THIS CONTRACT, made and entered into this 28th day of June, 1979 between MEL E. STEWART and VERNA M. STEWART, husband and wife, hereinafter called the "seller," and FRANCIS ELLIOTT and JANET K. ELLIOTT, 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:

The East 425 feet of that portion of the South 435 feet of the Northwest Quarter of Section 25, Township 3 North, Range 7 East of the W.M., lying southerly and easterly of the county road known and designated as Loop Road (County Road No. 20280). (Also known as Lot 1 of Short Plat filed in Book 2 of Short Plats, Page 109, records of Skamania County, Washington)

SUBJECT TO 2nd 1/2 1979 real property taxes.

The terms and conditions of this contract are as follows: The purchase price is Ten Thousand and No/100

One Thousand and No/100 \$10,000.00 Dollars, at which has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two Hundred and No/100 \$200.00 Dollars,

on or before the 10th day of July 19 79 until January 1, 1980, then \$200.00 Dollars,

Two hundred and no/100 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 outstanding balance of said purchase price at the

rate of Eight (8%) per cent per annum from the 28th day of June 79 which interest shall be deducted from each installment payment and the balance of each payment applied on account of purchase price.

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

As referred to in this contract, "date of closing" shall be

June 28th 1979

(1) The purchaser accepts and agrees to pay before delinquency all taxes and assessments that may be levied on or against the real estate hereunder before the date of closing and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other obligation, or has assumed payment of or agreed to purchase subject to, any taxes 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 to the full 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, as his interest may appear, and to pay all premiums therefor and to deliver all notices and renewals thereof to the seller.

(3) The purchaser agrees that full possession of said real estate has been made and that neither the seller nor his assigns shall be held to any obligation regarding the condition of any improvements thereon nor shall the purchaser or seller or the agents of either be held to any covenant or agreement for either one, improvements or repairs unless the covenant or agreement relied on is contained herein or in writing and attached to and made a part of this contract.

(4) The purchaser agrees to hold harmless and defend the seller and his assigns from and against all claims for damages 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 such damage, destruction or taking shall constitute a failure of performance by the seller any part of and not return it taken for public use, the portion of the condemnation award remaining after payment of any existing contract of purchase of 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 all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of change or destruction of a part 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 the seller otherwise elects that said proceeds shall be used to pay the purchase price and upon

(5) The seller understands and agrees to deliver within 15 days of the date of closing a purchase money note of the insurance in standard form or a commitment therefor, issued by SAFECO Fire Insurance Company, insuring the purchase to the full amount of said purchase price against loss or damage by reason of default in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. any general liens appearing in said policy form,
b. any other lien or encumbrance which, by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject to;
c. any existing contract or contracts under which so far as purchasing said real estate, and any mortgage or other obligation, which seller by the contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed to be a lien 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 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 not falling due the seller under this contract.

Transaction in compliance with County Public Law Ordinance, Skamania County Assessor - Dr. N.

17) The seller agrees, upon receiving full payment of the purchase price and interest in the state, above specified, to execute and deliver to purchaser a statutory warranty of fulfillment... free of encumbrances except any that may attach after date of closing through no fault of seller, and subject to the following:

Easements and encumbrances of record

18) 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 building and other improvements on said real estate in good repair and not to permit same and not to use, or permit the use of, the real estate for any purpose other than that specified in the deed. 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.

19) In case the purchaser fails to make any payment herein provided or to maintain same, as herein provided, the seller may, upon written demand by the seller, together with interest at the rate of 10% per annum, demand the payment of such amount of payment until repaid, shall be retained by purchaser, or seller's demand, all without prejudice to any other remedy for which the seller may be entitled.

20) If one of the parties of this contract, and it is agreed that in case the purchaser shall fail to comply with any of these covenants or any other agreement hereof or to make any payment required hereunder promptly at the time and in the same manner required to be made by the deed, or if the purchaser's rights hereunder terminated, and upon the closing of all payments made by the purchaser, the seller may take any improvements placed upon the real estate that are furnished to the seller in liquidated damages, and the seller shall have the right to take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall constitute a breach of this contract or a subsequent default.

Service upon purchase, of all demands, notices or other papers with respect to enforcement of this contract, shall be deemed to have been made if sent by United States Mail, postage prepaid, and in receipt requested, directed to the purchaser at the address set forth in this deed.

21) Each seller's action to bring suit to enforce any covenant of this contract, shall constitute a breach of this contract, and the purchaser shall be liable for the purchaser's attorney's fees and all costs and expenses of such action, which shall be paid by the purchaser in any judgment or decree entered in such suit.

22) The seller shall bring suit to procure an adjudication of the termination of the purchaser's right hereunder, and shall be liable for the purchaser's attorney's fees and all costs and expenses of such action, which shall be paid by the purchaser in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in the presence of the undersigned.

Mel E. Stewart
MEL E. STEWART

Verna M. Stewart
VERNA M. STEWART

Francis Elliott
FRANCIS ELLIOTT

Janet K. Elliott
JANET K. ELLIOTT

STATE OF WASHINGTON
County of Skanania

On this day personally appeared before me Mel E. Stewart and Verna M. Stewart to me known to be the individuals described in and signers of the within and foregoing instrument, and acknowledged that they executed the same for the uses and purposes therein expressed.

GIVEN under my hand and seal of office this 28th day of June, 1979.

88829
THE WASHINGTON EXCHANGE BANK
BORING DIVISION
Annual Paid: \$100.00
Skanania County, Washington
By *W. A. ...*

88901



Filed for Record at Request of



NAME
ADDRESS
CITY AND STATE

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPLETED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKANANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *Stewart & Elliott* AT 4:30 A.M. 7-6-79 WAS RECEIVED IN BOOK 76 ON PAGE 781 AT 8:00 AM JULY 1979
RECORDER OF SKANANIA COUNTY, WASH.
E. Wright