

88901

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 76 PAGE 780

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,
hereinafter called the "purchaser,"
husband and wife.

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, Pg. 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
\$10,000.00 Dollars, of which
One Thousand and No/100 \$1,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Two Hundred and No/100 \$200.00 Dollars,
on or before the 10th day of July, 1979
until January 1, 1980, then
Two hundred and no/100 \$200.00 Dollars,
or more at purchaser's option, on or before the 10th 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 Eight (8%) per cent per annum from the 28th day of June, 1979, which 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
or at such other place as the seller may direct in writing.

Stevenson, Wa.

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

June 28th, 1979

Skamania County Assessor - By
Skamania County Auditor - By

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee thereafter bearing a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments or a lien on said real estate, the purchaser agrees to assume the same, to the best of his knowledge.

(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 actual cash value, mutual against loss or damage by fire and windstorm in a company's capable 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 inspection of real estate has been made and that neither the seller nor his agent shall be held to any claim regarding the condition of any improvements thereon nor shall the purchaser or seller be the occupant of either to hold to any covenant or agreement for alterations, reparations or repairs unless the covenant or agreement referred to is contained herein or is in writing and attached to and made a part of this contract.

(4) The most recent and latest survey or map of 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 on such survey, destruction or taking shall constitute a forfeiture of one-half of the amount of said real estate taken or 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 unless the seller elects to obtain the judgment 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 to structures from a peril insured against, the proceeds of such insurance remaining after payment of the responsible expense of procuring the same, shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless otherwise directed that said proceeds shall be paid to the seller in proportion to the loss suffered.

UPON FULL PAYMENT OF THE PURCHASE PRICE AND UPON DEMAND THEREAFTER BY THE PURCHASER,

(5) The seller and purchaser, agree to deliver within 15 days of the date preceding a purchaser's policy of title insurance in standard form, or a commitment thereto, 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. 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 is to be made subject, etc;

c. Any existing contracts or contracts under which he 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) shall be deemed a defect in seller's title.

(6) If either'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, affidavit, obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the party of whom shall have theretofore to make any payments necessary to remove the default, and any payment so made shall be applied to the payments (not falling due till after) due the other under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner, place, period, and amount specified in the contract, to convey to the purchaser, subject to the following:

Duration of a statutory warranty. **Fulfillment.**

Subject to such reasonable encumbrances as may attach after date of closing, or otherwise than the seller, and subject to the following:

Easements and encumbrances of record.

(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 hold said real estate in good repair and not to let the same and not to use or occupy the same for any purpose other than the purpose of paying all taxes, insurance or construction charges for water, sewer, electricity, telephone or other public or private services rendered to said real estate after the date purchaser's interest to possession.

(9) In case the purchaser fails to make any payment herein provided for or to maintain insurance, as herein required, and fails to pay such amount or effect such insurance, and any amounts so due by the seller, together with interest at the rate of 10% per annum from the date of payment until paid, shall be payable by purchaser to seller at demand, or without prejudice to any other remedy 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 any provision of this contract, the seller may give notice in writing to the purchaser, and if the seller fails to make payment of the purchase price or to make any payment required hereunder promptly at the time and in the amount herein required, or if the purchaser fails to make payment of any amount due under this contract, or if the purchaser fails to pay any amount due under any agreement placed upon the real estate that is furnished by the seller or his successors, and the seller fails to take possession of the real estate, and no later than by the seller of any default on the part of the purchaser, may declare a default.

(11) Service upon purchase, of all demands, notices or other papers with respect thereto, may be made by registered or certified mail, postage prepaid, or by personal delivery, or by leaving such papers with the United States Mail, postage or cost, where required, prepaid, delivered by the purchaser.

(12) Upon either party's failing to bring suit to enforce any provision of this contract, the seller may do so, and the seller shall not be liable to the purchaser for any costs or expenses incurred by the seller in so doing, and the purchaser agrees to pay a reasonable fee to attorney's fees paid on costs and expenses incurred by the seller in so doing.

(13) The seller shall bring suit to prosecute an adjudication of the termination of the above contract, and the purchaser agrees to pay a reasonable sum of attorney's fees and all costs and expenses incurred by the seller in so doing, and the seller shall not be liable to the purchaser for any costs or expenses incurred by the seller in so doing.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 1st day of June, 1979.

Mel C. Stewart
MEL C. STEWART

Verna M. Stewart
VERNA M. STEWART

Francis Elliott
FRANCIS ELLIOTT

Jane K. Elliott
JANE K. ELLIOTT

STATE OF WASHINGTON,
County of Skamania

On this my personal knowledge before:

On this day of June, 1979, Mel E. Stewart and Verna M. Stewart,

to me known to be the individuals described in and otherwise of the nature and following description, and who are inhabitants of this state:

they

their

for the uses and purposes hereinabove mentioned.

Civil Number under my hand and of my signature this 28th day of June, 1979.

68901

Reed J. Ford
REED J. FORD

THE SPOKANE COUNTY RECORDER
RECORDING INDEXED 15
SEARCHED INDEXED 15
SERIALIZED FILED 15

Amount Paid \$100.00

Skamania County, Washington
REED J. FORD, RECORDER



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME: *REED J. FORD*
ADDRESS: 1111 1/2 Main Street, Suite 100, P.O. Box 1100, Skamania, WA 98643
CITY AND STATE: Skamania, WA

SEARCHED INDEXED SERIALIZED FILED
REED J. FORD
MAR 19 1979

SEARCHED INDEXED SERIALIZED FILED
REED J. FORD
MAR 19 1979

THIS SPACE IS RESERVED FOR RECORDER'S USE

REED J. FORD, RECORDER

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OR INSTRUMENTS FILED BY

REED J. FORD, RECORDER

WERE RECEIVED IN BOOK

REED J. FORD, RECORDER

SECTION OF SKAMANIA COUNTY, WASH.

REED J. FORD, RECORDER

E. M. FORD