

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 19th day of May, 1978, between LILLIAN DILLINGHAM, a single woman, hereinafter called the "seller" and TIMOTHY R. DUDLEY and DEBRA Y. DUDLEY, 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:

Lot 1 of Dillingham Short Plat, more particularly described as: Beginning at the Southwest corner of the Southeast quarter of Section 17, Township 4 North, Range 8 East, Willamette Meridian; thence South 88° 41' 04" East, 30.00 feet; thence North 1° 18' 56" East, 1,640.80 feet; thence South 88° 41' 04" East, 417.00 feet to the True Point of Beginning, said point being the Northeast corner of a tract of land conveyed to Alma L. Baumgart as recorded in Book 59, Page 323, Records of Skamania County, Washington; thence North 1° 18' 56" East, 133.33 feet; thence North 88° 41' 04" West, 90.00 feet; thence South 1° 18' 56" West, 90.00 feet; thence South 88° 41' 04" East, 90.00 feet to the True Point of Beginning, together with an easement for purposes of ingress and egress 30 feet in width across the Southeast corner of said Dillingham Short Plat as shown on said short plat map.

TOGETHER WITH a mobile home located thereon described as follows: Make: Champion; Model: Concord #429; Year: 1973; Serial Number: 51691; Size: 14' x 70'; Color: Brown and Cream, and containing the following: one metal free-standing fireplace, built-in dressers and mirrors in the bedrooms, avocado-colored kitchen stove and refrigerator, table and four chairs, curtains, drapes, moveable kitchen cabinet and storm windows.

ALSO INCLUDING the following accessories: Skirting, blocks, tires, storage shed and porch.

The terms and conditions of this contract are as follows: The purchase price is NINETEEN THOUSAND FOUR HUNDRED AND FORTY and NO/100 (\$19,440.00) DOLLARS, of which TWO HUNDRED AND TEN (\$210.00) DOLLARS have been paid, the receipt whereof is hereby acknowledged and the balance of said purchase price shall be paid as follows: \$210.00 on the 15th of May, 1978, and \$210.00 on the 15th day of each and every month thereafter for a period of 7 years and 7 months and a final payment of \$120.00 on the 15th day of the 8th month of the 7th year.

All payments to be made hereunder shall be made at P.O. Box 724, Carson, Washington, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be May 15, 1978.

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may hereafter become a lien on said real estate.

The purchaser agrees, until the purchase price is fully paid, to keep the building now and hereafter placed on said real estate insured to the actual 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 policies and renewals to the seller.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvement thereon nor shall the purchaser or seller or the assigns of either be held to any

covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

The purchaser assumes 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 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 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 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 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 standard form, or a commitment therefor, 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 the conveyance hereunder 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 shall be deemed defects in seller's title.

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, deed of trust or other obligation for 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.

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 deed of 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.

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 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.

In the 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.

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 conditions 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.

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 seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Lillian Dillingham  
LILLIAN DILLINGHAM

Emily K. Sudley  
EMILY K. SUDLEY

Emily K. Sudley  
EMILY K. SUDLEY

State of Washington

County of Skamania

On this day personal appeared before me LILLIAN DILLINGHAM, known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free and voluntary act, for the purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of May, 1970.

6871

TRANSACTION EXCISE TAX

Amount Paid \$199.40

Skamania County Treasurer  
By \_\_\_\_\_

