

88917

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Bernard Heavner, Clerk

OF Stevenson, Wash.

AT 1:30 P.M. July 12, 1979

WAS RECORDED IN BOOK 76

OF Reeds AT PAGE 796-99

RECORDS OF SKAMANIA COUNTY, WASH.

J.P. Gadd

COUNTY AUDITOR

B. Babcock

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



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 5th day of May, 1979 between FRED EMERSON NYSTROM and L. YVONNE NYSTROM, husband and wife, hereinafter called the "seller", and PHILLIP E. CRAWFORD and ENID M. CRAWFORD, 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:

A parcel of property in Section 36, Township 3 North, Range 7 1/2 E.W.M., described as follows:

Beginning at a point 358.66 feet south 89°25'07" East and North 00°34'53" East 1182.41 feet from the Southeast corner of the Southeast Quarter of Section 36, Township 3 North, Range 7 E.W.M., basis of bearings being the South line of the Southeast Quarter of said Section 36, Township 3 North, Range 7 East; thence South 63°22'53" West to the center line of Johns Road; thence South-easterly along said Johns Road to the South line of the Byron Kelson tract as recorded in Book 35 Page 235; thence East along the South line of said Kelson Tract to a point that bears South 22°51'49" East from the point of beginning; thence North 22°51'49" West to the point of beginning.

SUBJECT TO public roads and right-of-way on, over and across the said property.

Said premises is also known as Tract #1 of the Short Plat of the SW 1/4 of the SW 1/4, Section 36, Township 3 Range 7 1/2, recorded November 18, 1975, under Auditor's File No. 81406, in Book 1 of Short Plats, page 76, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Sixty-Seven Thousand and No/100 (\$67,000.00) Dollars of which none has been paid. The purchase price shall be paid as follows:

The purchaser agrees to assume Seller's Deed of Trust dated July 21, 1977 and recorded July 22, 1977, in Book 54 of Mortgages, page 425, Auditor's File No. 84478, in the office of the recording officer of Skamania County, Washington, having a pay-off figure

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This document is on file with County sub-division engineering. JENNIFER QUINN, Auditor - BY

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at the time of the signing of this Agreement in the amount of \$48,166.15
The beneficiary of said Deed of Trust is Commerce Mortgage Company.

The purchaser agrees to pay the difference between the purchase price and the pay-off figure on the Deed of Trust in cash to Seller being the sum of \$18,833.85 at the time of signing of this Agreement.

The purchaser agrees to abide by the terms and conditions of the Deed of Trust aforesaid and to hold seller harmless from any liability under said Deed of Trust.

As referred to in this contract, "date of closing" shall be June 1, 1979.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become 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 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 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 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 assigns shall be held to any covenant respecting the condition of any improvements 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.

(4) 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 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.

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(5) 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, issued by Skamania County Title Insurance Company of Skamania County, 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 (5) shall be deemed defects in seller's title.

(6) 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 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:

NONE

(7) 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.

(8) 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.

(9) 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.

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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 to his address last known to the seller.

(10) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect 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 so entered, 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 sums 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.

6839

TRANSACTION ENTERED IN

Fred E. Nystrom
Yvonne Nystrom
Phillip E. Crawford
Enid M. Crawford

STATE OF WASHINGTON)
County of Skamania)

On this day personally appeared before me FRED EMERSON NYSTROM and G. YVONNE NYSTROM, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of May, 1979.

Bernard J. Weaver, Jr.
NOTARY PUBLIC in and for the
State of Washington, residing
at Stenerson, Ill.

STATE OF WASHINGTON)
County of Skamania)

On this day personally appeared before me PHILLIP E. CRAWFORD and ENID M. CRAWFORD, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of May, 1979.

Bernard J. Weaver, Jr.
NOTARY PUBLIC in and for the
State of Washington, residing
at Stenerson, Ill.