

83955

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 76 PAGE 826

THIS CONTRACT, made and entered into this 13th day of July, 1979

between KEITH E. WOODS and LINDA L. WOODS, husband and wife
hereinafter called the "seller," and LEWIS BAKER and ALICE BAKER, 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 23, Block 8, Plat of Relocated North Bonnevillle, recorded in Book B of Plats, Page 16, under Skamania County File No. 83466 also recorded in Book B of Plats, Page 32, under Skamania County File No. 84429, records of Skamania County, Washington,

RESERVING to the United States of America the right to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utilit. easement(s), if any, as shown on said recorded plats.

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

One Thousand and No/100 is 1,000.00 1 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred twenty-six and 02/100 ----- \$ 126.02 Dollars,
~~XXXXXX~~ on or before the 13th day of August, 1979
 and One Hundred twenty-six and 02/100 ----- \$ 126.02 Dollars.

and the purchase price shall have been fully paid; and The purchaser further agrees to pay interest on the declining balance of said purchase price at the rate of 9 1/2 percent per annum from the 13th day of July, 19 79 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 Riverview Savings Association,
 or at such other place as the seller may direct in writing Stevenson, Wa.

** After January 1, 1980, permission is especially granted to purchaser
 to make larger payments at any time or to pay the contract in full, and
 interest shall immediately cease on all payments so made. No. 6853

*** Parties hereby waive title insurance.

TRANSACTION EXCISE TAX

Amount Paid: \$70.00

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

11) The purchaser assumes and agrees to pay for any delinquencies, all taxes and assessments that may be imposed on the property and on the property having a lien on said real estate, and if by the terms of this contract the purchaser has actual payment of such taxes and assessments, or other circumstances, it 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, at 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 title to said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or warranty of title or satisfaction of any liens, encumbrances thereon nor shall the purchaser or his heirs or assigns of either the fund to any covenant or agreement for alterations, improvements or repairs unless the agreement or agreement relied on is contained herein or is in writing and attested to and made a part of this contract.

(d) The purchaser assumes the burden of damage to or destruction of any improvements now and later erected or hereafter placed thereon, and of the taking of title by any party thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. If, however, any such taking for public use, the portion of the condemnation award remaining after the payment of the reasonable expenses of the seller shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to make, at its option, of such improvements, then the balance of such award to be applied to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a third insured against the proceeds of such insurance remaining after payment of the reasonable expense of payment of the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects not to do so, and such sum shall be paid to the seller for application on the purchase price herein.

[illegible]

- a. Printed general exceptions appear on seller's back form.
- b. Liens or encumbrances which are the terms of the contract shall be charged to the buyer, and as to which the provisions hereunder as to the main subject; and
- c. Any existing contract or contract under which seller is lawfully selling real estate, and any contract or other obligation, which seller by this contract agrees to pay, none of which for the purpose of (1) paragraph (1) shall be deemed to be in seller's title.
- (b) If seller fails to pay real estate taxes in arrears on an existing contract or contract to transfer to under which seller is lawfully selling real estate, or any contract or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms of the contract, and to indemnify the buyer for any loss or damage which the buyer may incur as a result of such failure to pay.

