

88957

BOOK 76 PAGE 827

FORM A-1984 COMPACT

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 12th day of JULY, 1979

between CROWN LANDS, INC., an Oregon Corporation

hereinafter called the "seller," and DANNY J. RAPHAEL, a single man

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 Robert Ferguson's Short Plat No. 1, recorded September 14, 1977, in Book 2 of Short Plats, Page 13, Records of Skamania County, Washington.

Subject to reights of the public in streets, roads and highways.

SUBJECT TO that certain Real Estate Contract between Robert D. Ferguson and Vive V. Ferguson, husband and wife, as seller and Country Squire Homes, Inc., a Washington corporation, as purchasers, dated October 24, 1978, recorded October 26, 1978, in Book 75, Page 598, Skamania County Deed Records.

Vendee's interest in contract above was conveyed to Crown Lands, Inc., an Oregon Corporation by Quit Claim Deed dated February 21, 1979, recorded February 28, 1979 in Book 76, Page 203 of Skamania County Deed Records.

The terms and conditions of this contract are as follows: The purchase price is SIXTEEN THOUSAND FIVE HUNDRED AND NO/100- (\$ 16,500.00) Dollars, of which FOUR THOUSAND AND NO/100- (\$ 4,000.00) 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 Five and No/100- (\$ 125.00) Dollars, or (more at purchaser's option, on or before the 16th day of August, 1979, and One Hundred Twenty Five and No/100- (\$ 125.00) Dollars, or more at purchaser's option, on or before the 16th 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 10% per cent per annum from the 16th day of July, 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 Crown Lands, Inc., P O Box 4425, Vancouver, Wa 98663 or at such other place as the seller may direct in writing.

This sale includes a non-exclusive easement for ingress, egress and utilities along the south line of said tract connecting with the Bell Center County Road. Purchaser shall have the right to purchase water for domestic purposes not to exceed (3) gallons per minute from Robert Ferguson's well at the rate of Ten and No/100 (\$10.00) Dollars per month for fifteen (15) years, the monthly water rent to be adjusted upward every three (3) years in accordance with any increase in the U. S. Department of Labor Wholesale Commodity Index. This clause is effective on October 26, 1978.

Purchaser herein accepts the tract in "as is" condition and agrees to maintain the same.

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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 improvement, thereon nor shall the purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement 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 built thereon, and of the taking of said real estate or any part thereof for public use; and agrees that in such cases, destruction or taking will constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion or 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.

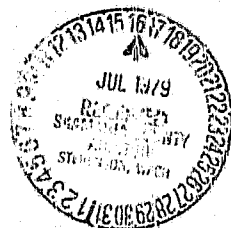
(5) The seller has delivered or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by The American Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or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

- Printed general exceptions appearing in said policy form;
- Lien 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
- 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.

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Recorded in compliance with County subdivision ordinance.
 Skamania County Assessor - Box 44



(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 then falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser's 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:

Rights of the Public in Streets, roads and highways.

Non Exclusive Easement over South 10 feet for ingress, egress and utility purposes as described and revised on Robert Ferguson Short Plat #3 recorded October 9, 1978, in Book 2, page 74, Skamania County Short Plat Records.

(8) Unless a different date is provided herein, the purchaser shall be entitled to possession of said real estate on date of closing and to remain in possession as 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.

(9) 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.

(10) 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-entire 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.

Service upon in, either 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 the seller.

(11) 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 of 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 of attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of carrying records to determine the condition at issue at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer

this 12th day of July, 1979

Danny J. Raphael
Danny J. Raphael

CROWN LANDS, INC.

By *John Gorham*
John Gorham President

By _____
Secretary

STATE OF WASHINGTON,

County of Clark

On this 12th day of July, 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Gorham, President and

known to be the President and Secretary of Crown Lands, Inc.

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

TRANSACTION EXCISE TAX

At 10:00

Amount Paid \$125.50

Skamania County Treasurer

First American Title INSURANCE COMPANY

Filed for Record at Request of MAIL ROOM

Name Danny J. Raphael

Address 501 S. P. Billworth Ave.

City and State Vancouver, Va. 98664

RECORDED
INDEXED
FILED
JUL 16 1979
CLARK COUNTY
VANCOUVER, WA

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
residing at Vancouver

STAMP: COUNTY OF CLARK, WASHINGTON
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR SET OF INSTRUMENTS WAS FILED BY First American Title Co. AT 11:30 A.M. July 16, 1979. WAS RECORDED IN BOOK 76 IN PAGE 830. BY [Signature] COUNTY CLERK