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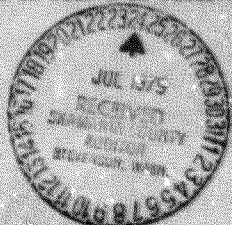
REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 14 day of July, 1979between Glen D. Gordon and Shirley J. Gordon, husband and wifehereinafter called the "seller," and Jack A. Sunseri, a single man, Robert A. Smircich and Myrtle L. Smircich, husband and wife, as joint tenants with the right of survivorship.

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 13 Ridge View Tracts according to the official plat thereof on file and record at page 130 of Book A of Plats Records of Skamania County, Washington.

The terms and conditions of this contract are as follows. The purchase price is 58,000.00 DOLLARS AND NO/100-----

ONE THOUSAND AND NO/100----- \$0.00 Dollars, of which

has been paid the sum of 1,000.00 Dollars, of which

TENTY EIGHT AND 50/100----- (\$ 628.50) Dollars.

or more at purchaser's option, on or before the 19th day of Januaryor more at purchaser's option, on or before the 1ST day of each succeeding calendar YEAR 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 9 1/2 per cent per annum from the 19th day of July

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 14102 S.E. 6th Street, Vancouver, WA 98664

or at such other place as the seller may direct in writing.

Anything herein to the contrary notwithstanding the purchase price will be fully paid by July 19, 1984.

No. 6876
TRANSACTION EXCISE TAX

JUL 24 1979

Amount Paid \$ 70.00

Skamania County Treasurer

By William J. EdmisterAs referred to in this contract, "date of closing" shall be July 19, 1979

(1) The purchaser assumes and agrees to pay before delivery 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 any property taxes or assessments, now a lien on said real estate, the purchaser agrees to pay the same before delivery.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the taxes 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 agents shall be held to any covenant respecting the condition of any improvements herein nor shall the purchaser or seller or the agents of either be held to any covenant or agreement for alterations, improvements or results 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 consideration or of 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 ten days of the date of closing, a purchaser's policy of title insurance in standard form, or a comparable thereof, issued by a member of 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 to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in a title 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.

(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 part 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 next 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 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 _____ through any person other than the seller, and subject to the following:

1. Rights of the Public in streets, roads and highways.
2. Right of Way, including the terms and provisions thereof, as conveyed to Pacific Northwest Pipeline Corporation, a Delaware corporation by instrument from Bud J. Morby, et al., dated October 25, 1955, recorded January 4, 1956, in Book 40, page 432, Skamania County Deed Records. (Exact location not given.)
3. Utility Easements, as shown on the plat.
4. Error in the dedication in that they began at a point directly East of the Northwest corner of Lot 5, when they also should have been 494 feet South of the said Northwest corner.

(8) To use 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 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 a purpose other than that for which it was originally intended. 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 fails 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 the 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.

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 the seller. (11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to enforce 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, 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.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is 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.

Glen D. Gordon
Shirley J. Gordon
Robert A. Smith
Myrtle J. Smith

STATE OF WASHINGTON,

County of Skamania

On this 19th day of July, 1979, personally appeared before me *Glen D. Gordon and Shirley J. Gordon*

to perform to be the individual 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 contained.

GIVEN under my hand and official seal this 19th day of July, 1979

Shirley J. Gordon
Notary Public and for the State of Washington,
residing at *Conover*

89062



First American Title
INSURANCE COMPANY

Filed for Record at Request of

Name _____
Address _____
City and State _____

SEARCHED	INDEXED
SERIALIZED	FILED

THIS SPACE RESERVED FOR RECORDERS USE

Shirley J. Gordon
Myrtle J. Smith
Robert A. Smith
Glen D. Gordon
Shirley J. Gordon