

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND executed this date between CORRINE V. YULE, who also appears of record as CORRINE V. SURBECK, a married woman in her separate estate, hereinafter referred to as "Seller", and EUGENE B. NAGEL and BONNIE L. NAGEL, husband and wife, hereinafter referred to as "Purchaser",

WITNESSETH

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

The West 495 feet of the East 990 feet of the North 220 feet of the following tract:

BEGINNING at the Northwest corner of the North half of the Northeast quarter of the said Section 19; thence South 440 feet; thence East 1480 feet; thence North 440 feet; thence West 1480 feet, more or less, to the point of beginning.

ALSO KNOWN AS Lot 1 of Corrine V. Yule Short Plat, recorded June 26, 1979, in Book 2 of Short Plats, Page 111, Auditor's File No. 88847, records of Skamania County, Washington.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement for ingress, egress and utilities, 20 feet in width, over, under and across an existing roadway, the center line of which commences at the Southeast corner of the tract herein above described and extends thence in a Westerly direction across the West 985 feet of the North 440 feet of the North half of the said Northeast quarter to the East line of Skye Road, and Purchaser agrees to contribute towards the maintenance of the roadway on said easement as hereinafter provided in this contract.

SUBJECT TO electric transmission line easement as provided in instrument recorded under Auditor's File No. 72907, records of said County.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of ELEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$11,500.00), of which Purchaser has paid to Seller the sum of SIX THOUSAND THIRTY AND NO/100 DOLLARS (\$6,030.00), upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the sum of \$5,470.00 shall be due and payable in monthly installments of FIFTY FIVE AND NO/100 DOLLARS (\$55.00) or more at Purchaser's option, commencing on the 15th day of September, 1979, and continuing on the same day of each month thereafter; PROVIDED, HOWEVER, that the entire principal balance of this contract and interest thereon shall be paid in full within seven and one-half (7-1/2) years after the date of this contract. The declining principal balances of the

rem. action in compliance with County subdivision ordinances.  
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purchase price shall bear interest from the date of this contract at the rate of nine and three-quarter percent (9-3/4%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month-to-month, and the balance credited to the principal.



2. TAKES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1979. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on the date of this contract and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any other liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided,

or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable fee as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. ADDITIONAL COVENANTS: (a) Seller agrees to furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract. (b) It is acknowledged that the property is now subject to mortgages to Riverview Savings Association, Camas, Washington, and to Washington State Bank, Washougal, Washington, and Seller covenants to make all payments required by said mortgages to the end that the property will be conveyed upon the final payment and performance of this contract free of the lien of said mortgages. If Seller shall neglect any such payments, Purchaser is privileged to make the same in order to protect his interest in the property, and any sums so paid thereby shall be credited upon the monthly installments next coming due pursuant to this contract. (c) In regard to the non-exclusive easement for ingress, egress and utilities hereinabove described, Purchaser agrees to contribute to the maintenance of the roadway on said easement in common with all other persons using the same and this covenant shall survive the final payment and performance of this contract. (d) Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the prior written consent of the Seller.

IN WITNESS WHEREOF, the parties have executed this instrument this 30th day of July, 1979.

Corrine V. Yule  
CORRINE V. YULE

6303

Eugene H. Nagel  
EUGENE H. NAGEL

No. ....  
**TRANSACTION EXCISE TAX**

JUL 31 1979

Bonnie L. Nagel  
BONNIE L. NAGEL

Amount Paid 211.00

**PURCHASER**

**SELLER**

STATE OF WASHINGTON

Skagitnia County Treasurer

County of Clark

On this day personally appeared before me CORRINE V. YULE, EUGENE H. NAGEL, and BONNIE L. NAGEL, 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.

1979.

GIVEN under my hand and official seal this 10th day of July, 1979.

[Signature]  
NOTARY PUBLIC in and for the State of Washington,  
residing at Wauconda