



89161

REAL ESTATE CONTRACT

(FORM A:1964)

Escrow #4729

BOOK 76 PAGE 973

SAFECO

SK11588

2-7-20-CD-200

THIS CONTRACT, made and entered into this 24th day of JULY, 1979

between CARL SCHILKE, as his separate property

hereinafter called the "seller," and

BEN A. VAN HORN and MELODY J. VAN HORN, 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 2, Block 8, Plat of relocated North Bonneville, 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.

No. 6920

TRANSACTION EXCISE TAX

AUG 6 1979

Amount Paid 20⁰⁰Skamania County Treasurer
By *George Halligan D.*

The terms and conditions of this contract are as follows: The purchase price is SEVEN THOUSAND AND NO/100ths-----

THREE THOUSAND AND NO/100ths-----

(\$7,000.00) Dollars, of which

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED AND NO/100ths-----

100⁰⁰

1 Dollars,

or more at purchaser's option, on or before the

2nd

day of

SEPTEMBER

1979

and ONE HUNDRED AND NO/100ths-----

100⁰⁰

1 Dollars,

or more at purchaser's option, on or before the

1st

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 EIGHT & ONE HALF

8 1/2⁰⁰per cent per annum from the 2nd day of AUGUST 1979

which interest shall be deducted from each subsequent payment and the balance of each payment applied in reduction of principal.

All payments to be made by cashier, bank, trust company, or other place of business of the seller.

Seattle First National Bank
102 East Front Street
Port Angeles, WA 98362

It is understood and agreed that this contract to be paid in full on or before two (2) years from date of closing.

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

(a) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become due on said real estate, and if by the terms of the 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 or hereon on said real estate, the purchaser agrees to pay the same before delinquency.

(b) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured by the usual and usual policies against loss or damage by fire, lightning and windstorms 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.

(c) The purchaser agrees, that full payment 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 thereto nor that the purchaser or seller or 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.

(d) The purchaser assumes all hazards of damage to or destruction of any improvements now on and 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 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.

(e) 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 therefore, issued by SAFECO 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:

- 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 (e) shall be deemed defects in seller's title.

(f) 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 upon 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 fulfillment 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:

Reserving to the United States of America the right to grant easements to public utilities.

(8) 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 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 shall have the right to require the seller to make such repairs and improvements as may be necessary to keep the buildings and other improvements on the real estate in good repair and to remove any waste and to use, or permit the use of, the real estate for any legal purpose. The purchaser shall have the right to require the seller 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 the 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 terminate 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.

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.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited to either any claim for specific performance, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, including attorney's fees and 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.

Carl Schilke
Carl Schilke

Ben A. Van Horn
Ben A. Van Horn

Melody J. Van Horn
Melody J. Van Horn



STATE OF WASHINGTON,
County of Clallam

On this day personally appeared before me

Carl Schilke

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

he

signed the same as

his

free and voluntary act and deed,

for the uses and purposes theron mentioned.

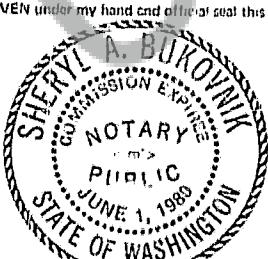
GIVEN under my hand and official seal this

1st day of August 1979

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
residing at

Los Angeles

89161



SAFECO

Filed for Record at Request of

MAIL TO:

NAME: BEN A. VAN HORN

ADDRESS: P. O. Box 504

CITY AND STATE: Stevenson, WA 98648

REGISTERED
INDEXED: DIR
ROUTED
RECORDED
COPIED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE	
COUNTY OF SKAMANIA / 53	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FEE BY	
<i>Carl Schilke</i> 504	
OF 1.00 M. P. 6 12.50	
WAS RECEIVED IN BOOK... 26	
OF ALICE AT PAGE 822	
COUNTY OF SKAMANIA COUNTY, CASH	
CLERK'S TICKET	
COUNTY ALMOTY	