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BOOK 77 PAGE 103

REAL ESTATE CONTRACT

THIS DOCUMENT WAS FURNISHED
THROUGH THE COURTESY OF
PIONEER NATIONAL
TITLE INSURANCE
695-4495

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

between WESLEY S. FELLOW and BERNILLA FELLOWS, husband and wife

hereinafter called the "seller," and BLAINE M. SMITH and MERLA LEE SMITH, 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 103, as shown on Plat and Survey entitled Record of Survey for Water Front Recreation, Inc., dated May 14, 1971, on file and of record under Auditor's File No. 73635, at page 306 of Book "J" of Miscellaneous Records of Skamania County, Washington. TOGETHER WITH an appurtenant easement as established in writing on said plat, for the joint use of the areas shown as roadways on the plat.

The terms and conditions of this contract are as follows: The purchase price is Thirteen Thousand and no/100-----
\$13,000.00) Dollars of which
Two Thousand and no/100----- \$2,000.00) Dollars have

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

One Hundred and no/100 (\$100.00) Dollars or more at purchaser's option on or before the 4th day of September, 1979 and thereafter on the same day of each succeeding month for the first year of this contract; One Hundred Fifty and no/100 (\$150.00) Dollars or more at purchaser's option on the same day of each succeeding month for the second year of this contract; and thereafter Two Hundred and no/100 (\$200.00) Dollars or more at purchaser's option on the same day of each succeeding month for the remaining three years of this contract. (Principal balance together with interest due thereon shall be fully paid within five years from "date of closing" as designated below.) The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of ten (10) percent per annum from "date of closing" as designated below, 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

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

As referred to in this contract, "date of closing" shall be September 4, 1979

(1) The purchaser assumes and agrees to pay before delinquency on taxes and assessments that may as 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 fire and damage by both fire and windstorm in a company acceptable to the seller and the two (2) party benefit, as his interest may appear, and to pay \$2 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 in any lawsuit respecting the condition of any improvements thereon nor shall the purchaser or seller or the agents of either be held to any covenant or agreement for, variation, improvement 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.

(4) The purchaser assumes a liability 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 condemnation award remaining after payment of reasonable expense of procuring the same shall be paid to the seller and applied as payment on the purchase price, less the seller's cost 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 to any improvements, the proceeds of such insurance, minus a 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.

(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 a bona fide title insurance company, insuring the purchase 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 said policy form;
- 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
- 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 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 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 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:

Encumbrances of record; Lease of record: 82114; 2071, 2111, 264; 72521

(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 retain possession so 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, gas and 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 6% 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 or his permitted assigns, 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 the 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 one to accept any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred 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 as attorney's fees and all costs and expenses incurred 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 in the state and county written above.

Wesley S. Fellows (SEAL)

Bernilla Fellows (SEAL)

Glenn M. Smith (SEAL)

Merle Lee Smith (SEAL)



On this day, personally appeared before me: Wesley S. Fellows & Bernilla Fellows

and known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of August, 1979

Notary Public in and for the State of Washington.

Notary at: [Signature]

REGISTERED
INDEXED: MR.
INDEXED:
RECORDED:
COMPALED
SEAL 82



PIONEER NATIONAL
TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Mr. & Mrs. Wesley S. Fellows
3030 Bona III #13
Lynnwood, WA 98036

STATE OF WASHINGTON / DEPARTMENT OF COMMERCIAL RECORDS	
COUNTY OF SNOHOMISH	
THEIR CERTIFY THAT THE WITHIN	
WRITING OR WRITINGS FILED BY	
[Signature]	
ON [Signature]	
DATE [Signature]	
WAS RECEIVED IN BOOK 77	
• RECORDS AT PAGE 103-104	
RECORDS OF SNOHOMISH COUNTY, WASH.	
[Signature]	
COUNTY CLERK	
• [Signature]	

REGISTERED
INDEXED: MR.
INDEXED:
RECORDED
COMPALED
SEAL 82