

89229

REAL ESTATE CONTRACT  
(FORM A-1064)

BOOK 77 PAGE 12

SAFECO

SK 11629

340 - 84-1500

THIS CONTRACT, made and entered into this 17<sup>th</sup> day of August, 1979,  
between LARRY D. SROUPE and CHRISTINE SROUPE, husband and wife,

hereinafter called the "seller," and ROBERT E. HARGROVE, a single person, and PATRICIA M.  
JAMES, a single person, as equal partners,

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:  
That portion of the Southwest Quarter of the Northwest Quarter of Section 22, Township 3 North, Range 10 East of the Willamette Meridian, described as follows:  
The Section 25° 09' feet of the following: Beginning at the West Quarter Corner of said Section 22; thence North 00° 19' East 20.17 chains (1331.22 feet); thence South 55° 45' East 4.96 chains (327.36 feet); thence South 00° 19' West 20.17 chains (1331.22 feet); thence North 89° 59' West 4.96 chains (327.36 feet) to the point of beginning. EXCEPT: The South 26° 13' feet thereof.  
ALSO EXCEPT: Beginning at the Northeast Corner of the above conveyed tract; thence South 00° 19' West a distance of 180 feet; thence North 89° 59' West a distance of 112 feet; thence North 00° 19' East a distance of 180 feet; thence South 89° 59' East a distance of 112 feet to the point of beginning of this exception.  
ALSO KNOWN AS LOT 1 of the Sroupe Short Plat, recorded March 19, 1979, under Auditor's File No. 88208, Records of Skamania County, Washington.

SUBJECT TO water rights for one-half of the water from a well located on the above-described property.

The terms and conditions of this contract are as follows: The purchase price is

**SIXTEEN THOUSAND----- \$16,000.00** Dollars, of which

**FOUR THOUSAND----- \$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:

**TWO HUNDRED FIFTY----- \$250.00** Dollars,

or more at purchaser's option, on or before the 17<sup>th</sup> day of September, 1979,

and **TWO HUNDRED FIFTY----- \$250.00** Dollars,

or more at purchaser's option, on or before the 17<sup>th</sup> 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 **ten (10%)** per cent per annum from the 17<sup>th</sup> day of August, 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 Skamania County Courthouse, 10th and Main Street, Skamania, Washington.

No. 6945

TRANSACTION EXCISE TAX

AUG 17 1979

Amount Paid \$100

Skamania County Treasurer

By \_\_\_\_\_

As referred to in this contract, "date of closing" shall be August 17<sup>th</sup>, 1979

(1) The purchaser assumes and agrees to pay before delinquency all 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 delayed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter 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 full cash value thereof against loss or damage by fire, lightning and windstorm in a company acceptable to the seller and for the seller's benefit, so no interest may appear, and to pay all premium therefor and to deliver all policies and renewals thereof to the seller.

(3) 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 agreement respecting the condition of any improvements now or hereafter on said real estate, unless the covenant or agreement referred to 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, save of the taking of said real estate or any part thereof for public improvement that in 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 removing 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 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 easement or contract under which seller is purchasing said real estate, and any mortgage or other obligation, which either 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 contract under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payment(s) in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payment(s) necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

 Transaction Tax stamp affixed by  
Skamania County Treasurer

69229

BOOK 77 PAGE 13

(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 or statutory warranty port, thereafter taken for public use, free of encumbrances except any that may attach by virtue of a conveyance of title by any person other than the seller, and subject to the following:

#### Easements of record, if any.

(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, 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-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.

Serviced upon purchaser of all documents, 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 as attorney's fees and all costs and expenses in connection with such suit, which sum 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 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 at the date first written above.



STATE OF WASHINGTON,

County of Snohomish

On this day personally appeared before me LARRY D. SROUFFE and CHRISTINE SROUFFE

to me 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 free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

16 day of

August, 1979.

Notary Public in and for the State of Washington

residing at



BAFECO TITLE INSURANCE COMPANY

REGISTERED	
SEARCHED	MR.
INDEXED	
FILED	
SEARCHED BY	
INDEXED BY	
FILED BY	

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR WRITING IS FILED BY

Joe L. Udall, Esq.

ON 16 Aug 1979

AT Seattle, WA

IN THE COUNTY OF SEATTLE, WA

STATE OF WASHINGTON

RECORDED IN BOOK 77

AT PAGE 13

ON DATE 16 Aug 1979

BY Joe L. Udall, Esq.

COUNTY RECORDER

NAME: JOSEPH L. UDALL, Attorney at Law

ADDRESS: P. O. Box 425

CITY AND STATE: White Salmon, WA 98672