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BOOK 77 PAGE 140

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 12th day of September, 1979

between DALE W. POWERS AND ANNE C. POWERS, husband and wife

AKA Agnes Andersen

hereinafter called the "seller," and ROLAND W. ANDERSEN AND AGNES E. ANDERSEN, 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:

The Southeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 4 East of the Willamette Meridian,
EXCEPT the Northwest quarter of the Southeast quarter of the Northeast quarter.

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

FIFTY THOUSAND AND NO/100

(\$ 60,000.00) Dollars, of which
(\$ 15,000.00) Dollars have

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

FOUR THOUSAND AND NO/100 (\$ 4,000.00) Dollars,

or more at purchaser's option, on or before the 12th day of October, 1979,

and FOUR THOUSAND AND NO/100 (\$ 4,000.00) Dollars,

or more at purchaser's option, on or before the 12th 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 declining balance of said purchase price

at the rate of 12% per cent per annum from the 12th day of September, 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 SEASIDE FIRST NATIONAL BANK, BANK CREDIT DEPARTMENT

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

In any event, said real estate contract shall be paid in full within four years from the date of closing, or on or before the 12th day of September, 1983.

As referred to in this contract, "date of closing" shall be September 12, 1979.

(1) The purchaser assumes and agrees to pay before delivery of deed and documents that may be between parties and parties hereunder 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, on the assumed payment of an amount to purchase subject to, any 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 buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by 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 receipts 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 promises respecting the condition of any improvements thereon, nor shall the purchaser or seller or the agents of either be held to any contract or agreement for alterations, improvements or repairs unless the contract or agreement called on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all 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 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 consideration agreed upon 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 consideration toward the rebuilding or reconstruction of any improvements destroyed 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 this contract, a fire insurance policy of title insurance in standard form, or a combination thereof, issued by Seaside First National Company, insuring the purchaser to the full amount of said purchase price against loss or damage by means of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

1. Prior general exceptions appearing in said policy form;
2. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the consequences hereunder to be made subject; and
3. 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.

* (8) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchaser, less, real estate, or any interest in other real estate, which seller & his heirs, assigns or assigns agree to make such payments to 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 on the seller under this contract.

* (9) 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 satisfactory warranty deed to said real estate, excepting any part thereof heretofore taken for public use, free of encumbrances except any that may attach after date of closing that any person other than the seller, and subject to the following:

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

* (10) 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 purchase is not in default hereunder. The purchaser covenants to keep the building 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 utilities services furnished to said real estate after the date purchaser is entitled to possession.

* (11) 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.

* (12) 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 to terminate, and upon so doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate at it 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.

* (13) Service upon purchaser of all demands, notices or other papers with respect to heretofore and hereinafter of purchaser's estate may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at the address last known to the seller.

* (14) Upon seller's election to bring suit to enforce any covenant of this contract, including full the real estate interest acquired hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which same shall be included in any judgment or decree entered in or a 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 validity of title at the date such suit is commenced, which same 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 & place written above.

Richard W. Anderson
Richard W. Anderson

By: Richard W. Anderson
Attorney in Fact

John W. Powers
John W. Powers

By: John W. Powers
Attorney in Fact

John W. Powers
Attorney in Fact

STATE OF WASHINGTON,

County of CLALLAM

On this day personally appeared before me John W. Powers and Mark C. Powers

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 expressed.

GIVEN under my hand and official seal this 11th day of September, 1977.

Notary Public in and for the State of Washington.

Notary at: Vancouver

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

Filed for Record at Request of

Name CENTURY GUARANTEE A ESCROW, INC.

Address P.O. Box 1849

City and State Vancouver, WA 98668

REGISTERED
RECORDED
INDEXED
FILED
DATE

THIS SPACE RESERVED FOR SECURITY USE

RECEIVED BY State Title Co

DATE Sept 12, 1977

BY State Title Co

AMOUNT 100

DATE Sept 12, 1977

BY State Title Co