



89436

REAL ESTATE CONTRACT
(FORM A-1864F)

BOOK 77 PAGE 157

THIS CONTRACT, made and entered into this

13th day of September, 1979

between

JOHN S. POMEROY, a single man,

hereinafter called the "seller," and

JESSE J. BYERS and EULA M. BYERS,

hereinafter called the "purchaser,"

husband and wife,

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 1, DOWNER'S SHORT PLAT, revised; of the Southeast Quarter of the Northwest Quarter West of Duncan Creek in Section 28, Township 2 North, Range 6 E.W.M., recorded May 26, 1978, under Auditor's File No. 86448, records of Skamania County, Washington.

SUBJECT TO easements and rights-of-way for County Road No. 1011, designated as the Duncan Creek Road.

AND SUBJECT TO mortgage dated July 25, 1978 and recorded July 27, 1978 in Book 55 of Mortgages, page 663, Auditor's File No. 86901 Skamania County, Auditor, Washington.

The terms and conditions of this contract are as follows. The purchase price is Thirty-seven Thousand Five

Hundred and No/100 is 37,500.00 dollars of which

Fifteen Thousand and no/100 is 15,000.00 dollars of which

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

Two hundred fifty and no/100 is 250.00 dollars

or more at purchaser's option, on or before the 1st day of October

Two hundred fifty and no/100 is 250.00 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 has been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of 11 1/2% per cent per annum from the 13th 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 or of such other place as the seller may direct in writing.

Purchasers agree to continue to try to arrange outside financing in order to cash Seller out at the earliest possible date. Purchasers agree that no timber shall be cut on the above-described real property until the purchase price plus interest accrued has been paid in full.

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

September 13, 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 assumed payment of or agreed to purchase subject to, any taxes or assessments, 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 new and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both 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 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 assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the 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.

(4) The purchaser assumes all hazards 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 expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser to supply 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 expenses 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 hereon.

(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:

- Printed general exceptions appearing in said policy form.
- Lien or encumbrance 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 contract to 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 contract to 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 not 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

buyer a state or warranty

Fulfillment

need to sell real estate, excepting any part thereof hereon or 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:

SUBJECT TO easements and rights-of-way for County Road No. 1011, designated as the Duncan Creek Road.

(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 in full satisfaction of all 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 shall constitute 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, addressed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce a covenant of this contract, including a right to correct any payment not agreed 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 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 sum 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.

JOHN S. POMEROY

ELISE J. BYERS

EULA M. BYERS

SEAL

SEAL

SEAL

WASHINGTON

Court of Skanania

(To this day personally appeared before me

John S. Pomeroy

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

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of September, 1979.

7012

TRANSACTION EXCISE TAX

Amount Paid \$ 274.40 Acc. to Bill Home

Washington County Treasurer
J. William J. Cornwell

89436



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	INDEXED
INDEXED	RECORDED
RECORDED	COMPARED
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON	
COUNTY OF SKANANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
OF	
AT 3:45 P.M.	SEP 14 1979
WAS RECORDED IN BOOK 77	
OF DEED AT PAGE 158	
RECORDS OF SKANANIA COUNTY, WASH.	
J. W. Cornwell	