

89596

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 26 day of SEPTEMBER, 1979

between JACK A. SUNSERI, A SINGLE M.A.

hereinafter called the "seller," and MERLE GENE FELLOWS AND RITA ELLEN FELLOWS, 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:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO (1) Contract including terms and provisions thereof, between VanPort Manufacturing, Inc., as seller, and Robert S. and Myrtle L. Smircich, subsequently Jack A. Sunseri, as purchasers; (2) Easements and restrictions as shown on Sunseri - Smircich Short Plat.

Reserving to the grantor the right of way and easement five (5) feet in width on over and across the above described property at a location to be agreed upon by seller and purchaser for utility purposes.

The terms and conditions of this contract are as follows: The purchase price is SEVENTEEN THOUSAND FIVE HUNDRED AND 10/100 (\$17,500.00) 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 in full on or before the 26 day of October, 1979, or at the purchaser's option, on or before the 26 day of each succeeding month, beginning with the first of said month, until the purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price at the rate of TEN (10) percent per annum from the 26 day of SEPTEMBER, 1979, which interest shall be deducted from each installment payment and the balance of each payment shall be applied to the principal. All payments to be made hereunder shall be made at HERITAGE BANK, 213 32 4th Avenue, Seattle, Washington, or at such other place as the seller may direct in writing.

Purchaser agrees to pay a ten (10) Dollar late charge for any payment over five days late.

Anything herein to the contrary notwithstanding the purchase price and interest shall be paid by September 26, 1979.

As referred to in this contract, "date of closing" shall be SEPTEMBER 26, 1979

(1) The purchaser assumes and agrees to pay taxes, independently of taxes and assessments, that may be levied on either a portion or the whole of said real estate, and if by the terms of this contract the purchaser has assumed payment of any taxes or assessments, or has assumed payment of or interest in, purchase subject to, any taxes or assessments which 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 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 agents 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 purchase 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 fire insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be deposited with the seller for application on the improvements within a reasonable time, unless the 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 First American 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 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 in 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 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:

Easements and restrictions of record.

(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 as 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.

Service upon purchaser of all deeds, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage prepaid, 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 sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to declare an annulment 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 satisfactory 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 A. Jensen (SEAL)
Marie Ellen Jensen (SEAL)
Myrtle S. Jensen (SEAL)
Edith E. Jensen (SEAL)
Rita Ellen Jensen

STATE OF WASHINGTON

County of Skagituna

On this day personally appeared before me

Jack A. Jensen

known to me 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

above my hand and official seal this

24

day of September 1979

7063

TRANSACTION EXCISE TAX

County Publicity and for the State of Washington,

residing at *Camden*

Amount Paid \$175.00



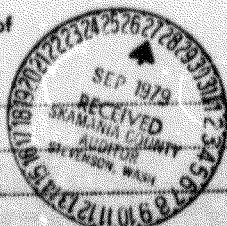
Skagituna County Trustee
First American Title
 INSURANCE COMPANY

Filed for Record at Request of

Name

Address

City and State



STATE OF WASHINGTON	
COUNTY OF SKAGITUNA RECORDERS USE	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WITHIN FILED BY	
<i>Latimer Title Co</i>	
OF <i>Skagituna, Wash</i>	
AT <i>3:45 PM</i>	DATE <i>Sept 27, 1979</i>
PAGE RECORDING IN BOOK <i>77</i>	
OF <i>Deeds</i> AT PAGE <i>357</i>	
RECORDS OF SKAGITUNA COUNTY, WASH.	
<i>J.P. Todd</i>	
COUNTY CLERK	
<i>B. Baloch</i>	

89596

EXHIBIT "A"

A tract of land in the Southwest Quarter of Section 30, Township Range 5 East, Willamette Meridian, County of Skamania, State of Oregon, described as follows:

Beginning at a point of the East line of the Southwest Quarter of said section 30, 957.04 feet South $01^{\circ} 02' 58''$ East of the center of said section; thence South $89^{\circ} 21' 15''$ West 778 feet; thence South 200 feet thence East 778 feet or less, to the East line of the Southwest Quarter of said section; northerly along said east line to the point of beginning.

Also described as Lot 3 of the Sunseri - Smircich Short Plat as recorded August 22, 1979 on page 125 of Book 2, Skamania County Short Plat Records.

TOGETHER WITH a non-exclusive easement 60 feet in width as described and shown on the said Sunseri - Smircich Short Plat for ingress, egress and utility purposes on, over and along the private roads from said property described above to Huckins - Buhman County Road.