

THIS CONTRACT, made and entered into this 21st day of August, 1979
between HENRY M. ROE and KATHLEEN ROE, husband and wife,
hereinafter called the "seller," and RONALD D. CHRISTOPHER and JOANNE M. CHRISTOPHER,
hereinafter called the "buyer,"
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:

Lots 1 and 2, Block Two of ESTABROOK'S ADDITION TO THE TOWN OF CARSON, according to the official plat thereof on file and of record at page 31, Book A of Plats, records of Skamania County, Washington.

SUBJECT TO unrecorded waiver of claim for damages to Skamania County over the Northerly 5 feet of Lots 1 and 2, and over the Easterly 5 feet of Lot 1 of said Block Two.

The terms and conditions of this contract are as follows: The purchase price is **Twenty-four thousand and no/100** ----- is **24,000.00** Dollars, of which **Six thousand and no/100** ----- is **6,000.00** Dollars have been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred eighty-seven and 97/100 ----- is **187.97** Dollars,
~~XXXXXXXXXXXX~~ on or before the **20th** day of **September**, 19 **79**
and **One hundred eighty-seven and 97/100** ----- is **187.97** Dollars,
~~XXXXXXXXXXXX~~ on or before the **20th** 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 diminished balance of said purchase price at the rate of **9 1/2%** per cent per annum from the **21st** day of **August**, 19 **79**, 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 P.O. Box 225, Carson, Wa. 98610
or at such other place as the seller may direct in writing.

Purchasers may make additional principal payments or pay the contract in full after August 20, 1984.

541e includes electric stove and gas furnace

TRANSACTION EXCISE TAX

AUG 23 1979

Amount Paid \$ 210.00

As referred to in the contract, "date of closing" shall be August 21, 1979.

Skamania County Treasure

11.13 The purchaser assumes and agrees to pay before delinquency taxes and assessments that may be between vendor and grantee hereafter become a lien on and real estate, and to pay the taxes or assessments if the purchaser has assumed payment of any mortgage, or trust or other encumbrance, or has assumed payment of or agreed to pay the taxes or assessments on any land or interest in any land or real estate, the purchaser agrees to pay the same before delinquency.

12) The purchaser agrees, with the purchase price to be paid, to keep the building now and hereafter placed on said real estate, insured to the actual cash value thereof against loss or damage by both fire and vandalism in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums thereon and to defend all suits on and renewals thereof to the seller.

1.21 The purchaser agrees, that in execution of said work no alterations have been made and that neither the seller nor his agents shall be held to any commitment respecting the condition of any improvements, fixtures, or appurtenances, which may be made or placed on or about the premises of either the parties after the date of the assignment of either be held to any commitment for alterations, improvements, or repairs unless the receipt or agreement signed by it 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 on said real estate or hereafter placed thereon, and of any building or structure or any part thereof, the building, and agrees that no such damage, destruction or taking shall constitute a breach of compensation to any one party and the same shall be paid to the seller, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller, the portion of the condemnation award remaining after the seller shall be paid to the purchaser for any use or a portion of such condemnation award to the purchaser in accordance with the terms of the contract for each taking. In case of damage or destruction from a covered insured cause, the proceeds of such insurance exceeding after payment of the reasonable expenses of procuring the same shall be divided by the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for replacement of the improvements such improvements.

(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:

g. *Practical guidance for consistent assessment of child justice forms*

F. List of encumbrances which by the terms of this contract the purchaser is to assume, or as to which the grantor/warrantor is to be made subject, and:

g. Any existing contract or contract 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 (f) shall be deemed defects in seller's title.

106. If Seller's title to the subject real estate is subject to an existing contract or contracts under which Seller is purchasing said real estate, or any mortgage or any other obligations 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

part thereof hereafter herein 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:

Fulfillment

deed to said real estate, excepting any

Unrecorded waiver of claim for damages to Skamania County: Easements and encumbrances 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 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.

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, directed to the purchaser to the 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 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 as of the date first written above.

HENRY M. ROE

KATHLEEN ROE

RONALD D. CHRISTOPHER

JOANNE M. CHRISTOPHER

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me HENRY M. ROE and KATHLEEN ROE, husband and wife,

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

they, they, signed the same as their

free and voluntary act and deed.

for the purposes and to the effect herein mentioned.

Given under my hand and official seal this 21st day of

August, 1979.

Christy Ford
Notary Public in and for the State of Washington

Residing at Casson, WA 98610

89286



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: BIA
INDEXED: X
RECORDED
COMPARED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<i>Shirley Sydnell</i>	
ON <i>August 20</i>	
AT <i>11:00</i> A. M. <i>22</i> DAY <i>28</i>	
THE INSTRUMENT IS BOOK <i>89</i>	
OF <i>Wood</i> AT PAGE <i>29</i>	
BOOKS OF SKAMANIA COUNTY, WASH.	
<i>Shirley Sydnell</i>	
COUNTY CLERK	