



89286

REAL ESTATE CONTRACT
(FORM A-1004)

BOOK 77 PAGE 29

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 "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:

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 \$ 187.97 Dollars

~~NONREFUNDABLE DEPOSIT~~ on or before the 20th day of September 1979,

and One hundred eighty-seven and 97/100 \$ 187.97 Dollars

~~NONREFUNDABLE DEPOSIT~~ 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 diminishing balance of said purchase price at the rate of 9 1/2% per cent per annum from the 21st 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 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.

Sale includes electric stove and gas furnace

No. 6954

TRANSACTION EXCISE TAX

AUG 23 1979

Amount Paid \$ 250.00

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

August 21, 1979

Skamania County Treasurer

By SAFECO Title Insurance Company for Henry M. Roe

(1) The purchaser assumes and agrees to pay before delivery of title taxes and assessments that may as between seller and buyer thereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgages, strict or other encumbrance, or has assumed payment of or agreed to assume or accept the same taxes or assessments now or hereon 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,风灾, and windsstorms in a currency acceptable to the seller and for the sum(s) named, 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 requiring the condition of any improvements existing upon said real estate at time of closing or the absence of either he held to any covenants or agreements for alterations, improvements, or repairs unless the agreement so contained herein is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability of damage by or destruction of any improvements now on said real estate or hereafter placed thereon, and of the cost of repair or replacement of such damage by the seller, and agrees that no such damage, destruction or taking shall constitute a failure of consideration, or cause any part of said real estate to fail for title, yet, the portion of the consideration so damaged remaining after payment of reasonable expenses of removing the same shall be paid to the seller, and except as payment on the purchase price herein, unless the seller elects to give the purchaser the benefit of a refund of the consideration so damaged, or to the reducing or restoration of any improvements damaged by such taking, in case of damage or destruction from a prior lessee, agent, or the like, the proceeds of such damages remaining after payment of the restorable expense of removing the same shall be devoted to the restoration or reduction of such improvements within a reasonable time, among the first items of cost and expenses above the price to the seller for damages, off the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a non basic policy of title insurance in standard form, a copy of which is 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. Prohibited general encumbrances appearing in said policy form.
- b. Liens of no 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.
- c. Any existing contract or contract to enter into 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 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 said contract.

(7) The seller agrees, upon receiving full payment of the purchase price and title held in the manner above specified, to execute and deliver to purchaser a statutory warranty, certifying hereafter, until for death, and from the commencement of title, other may occur, after the date of closing through any period longer than the seller, and subject to the following:

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 the buyer 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, addressed to the purchaser to his address and 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 purchase agreement 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.

HENRY M. ROE

KATHLEEN ROE

RONALD D. CHRISTOPHER

JOANNE M. CHRISTOPHER

County of Skamania

On the day personally appeared before me HENRY M. ROE and KATHLEEN ROE, husband and wife, to me known to be the individual(s) hereinabove described and who executed the within and foregoing instrument, and acknowledged that

they do hereby sign the same as their

true and voluntary act and deed.

Be it known that I am a Notary Public in and for the State of Washington

and my official seal this 21st day of August, 1979.

August, 1979.

Notary Public in and for the State of Washington

residing at Carson WA - B610

89266



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: <i>BA</i>
SEARCHED
RECORDED
COMPARED

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON 1979
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF TITLE WAS FILED BY

Henry Roe

ON *August 21, 1979*

AT *10 A.M.* PG *22*

THE RECORDER IN FILED *77*

BY *Recd* AT PG *29*

RECKONING OF SKAMANIA COUNTY, WASH

Recd PG *29*

COUNTY CLERK *Henry Roe*