

REAL ESTATE CONTRACT

SK-1418
4-7-23-801

This CONTRACT FOR THE SALE OF LAND executed this date between NEIL R. LARSON, a married man in his separate estate, hereinafter referred to as "Seller", and MICHAEL M. ARTERBURY and CAROLYN J. ARTERBURY, husband and wife, and CHESTER N. CARSTEN and VERNICE CARSTEN, husband and wife, hereinafter referred to as "Purchaser",

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

The East 548 feet of the following described tract:

That portion of the South half of the Southeast quarter of the Southwest quarter of Section 23, Township 4 North, Range 7 East of the Willamette Meridian; lying East of the Little Soda Springs Road, as the same is established and traveled August 3, 1963.

SUBJECT TO an easement and right of way 12 feet in width for a telephone line as granted to the United States of America by instrument recorded at page 351 of Book 27 of Deeds, records of said County.



7108

TRANSACTION EXCISE TAX
\$300.00
plus
\$40.00
gravelly
Barnett & Phillips Co.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of THIRTY THOUSAND AND NO 100 DOLLARS (\$30,000.00), of which Purchaser has paid to Seller the sum of NINE THOUSAND AND NO 100 DOLLARS (\$9,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase in the amount of \$21,000.00 shall be due and payable in

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ATTORNEYS AT LAW
720 N.E. 5TH AVE.
CANAS, WASHINGTON 99007
AREA CODE 206 - TELEPHONE 834-2100

monthly installments of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), per month, and no more, during the calendar year 1979, commencing on April 15, 1979, and continuing on the same day of each month thereafter until January 15, 1980, at which time said monthly installments shall be increased to ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$175.00), or more at Purchaser's option, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear no interest until the fifth (5th) anniversary date of this contract, at which time said declining balances shall commence to bear interest at the rate of six percent (6%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month, and the balance credited to the principal.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1978. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Such real property taxes for the current year shall be prorated between the parties as of the date of this instrument.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on the date of this contract and thereafter while this contract is not in default. Except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which is the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property, as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided,

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AREA CODE 206--TELEPHONE 554-5555

or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. PARTIAL CONVEYANCE OF TITLE: It is acknowledged that Purchaser may desire to obtain title to a portion of the property herein prior to the final payment and performance of this contract, and Seller agrees, provided that this contract is not then in default, to convey to Purchaser in partial performance of this contract, a two (2) acre portion of the property as may be selected by Purchaser, at any time as may be requested by Purchaser, but subject to the following conditions and limitations:

(a) No addition payment on principal pursuant to this contract shall be required prior to the release of such two (2) acre parcel.

(b) Excepting only the documentary stamps required on the deed, any such release in partial performance of this contract shall be solely at Purchaser's expense, including any expense for surveying, drafting of instruments, or complying with any Skamania County ordinances. Purchaser shall do all things to comply with the ordinances with Skamania County and agrees to indemnify and hold Seller harmless from any liability or penalty which may be imposed for failure to comply with the same.

(c) Any such release shall preserve access to the unreleased portions of the property and Seller will not be required to make any such release or partial conveyance as will unreasonably impair his security interest in the property.

7. ADDITIONAL COVENANTS:

(a) Seller will furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchasers' interest in the property pursuant to this contract.

(b) It is further agreed between the parties that said property shall be used for residential purposes only but Purchaser shall be permitted the use of a portable sawmill on said property during the construction of a residence.

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(c) Seller covenants to set and mark the corners of the above described property within one (1) year from the date of this contract and Purchaser agrees to bear one-half (1/2) of the cost of the survey required for such purposes.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 12 day of March, 1979.
Vuc

89697

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY

W. A. Telle Co.
Esquema, Wa.
March 10, 1979
AS RECORDED IN BOOK 77
Page 343
OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR	REGISTERED
	INDEXED
	FILED
	APR 10 1979
	CLERK

STATE OF WASHINGTON }
County of Clark } ss.

On this day personally appeared before me NEIL R. LARSON, MICHAEL M. ARTERBURY, CAROLYN J. ARTERBURY, CHESTER N. CARSTEN and VERNICE CARSTEN, 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 mentioned.


GIVEN under my hand and official seal this 12 day of March, 1979.

Neil R. Larson
Notary Public in and for the State
of Washington, residing at Washougal.

STATE OF CALIFORNIA }
County of Sacramento } ss.

On this day personally appeared before me CHESTER N. CARSTEN and VERNICE CARSTEN, 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 mentioned.

GIVEN under my hand and official seal this 18th day of May, 1979.


OFFICIAL SEAL
KATHERINE E. LIEBMAN
NOTARY PUBLIC CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires September 3, 1980
MILLER & LAHMANN
ATTORNEYS AT LAW
335 N. E. 5TH AVE.
CAMAS, WASHINGTON 98607
AREA CODE 206-TOLPHON 4 834-2802

Katherine E. Lieberman
-4- Notary Public in and for the State of
California, residing at Sacramento
My commission expires: 9/3/80