



89715

REAL ESTATE CONTRACT (FORM A 1964)

BOOK 77 PAGE 368

THIS CONTRACT, made and entered into this 11th day of October 1979, between MORLINE J. ROSENBAACH and DOLLY ROSENBAACH, husband and wife, hereinafter called the "seller," and CHARLES D. GROVER and DONA J. GROVER, 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:

Lot 7 of ROSENBAACH'S CORNER, according to the official plat thereof on file and of record in Book B of Plats, Page 40, records of the Skamania County Auditor, Skamania County, Washington.

SUBJECT TO waiver of claims for damages recited on the face of the plat of Rosenbach's Corner.

The terms and conditions of this contract are as follows: The purchase price is Nine Thousand and 30/100 (\$9,000.00) Two Thousand Two Hundred Fifty and no/100 (\$11,250.00) which is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Thirty-five and no/100 (\$135.00) or more at purchaser's option on or before the 1st day of December 1979

and One Hundred Thirty-five and no/100 (\$135.00) or more at purchaser's option on or before the 1st day of each succeeding month except the month of December 1979

purchase price of 9% interest on the diminishing balance of said purchase price shall be paid on the 1st day of November 1979

All payments to be made hereunder shall be made to Riverview Savings Association, 1000 Stevenson, Wa. 98643

Seller and Purchaser agree that the purchaser be allowed a 30-day grace period within which to make monthly payments due to reasonable circumstances.

As referred to in this contract, date of closing shall be October 11, 1979



(1) The purchaser agrees to pay the purchase price and any other amounts due under this contract in accordance with the terms hereof and to pay the same in full on the date specified in this contract. The purchaser has assumed payment of all taxes and assessments on the property and agrees to pay the same when due.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter located on the premises in good repair and to pay for the same as they may appear, and to pay all taxes and assessments on the property and to deliver all notices and demands thereon 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 vendor of the property be held to any covenant or agreement for alterations, improvements or repairs unless the purchaser or agent thereof in a contained herein or in any writing attached hereto and made a part of this contract.

(4) The purchaser assumes all liability 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 consideration amount remaining after payment of reasonable expenses of procuring 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 consideration toward the refund 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 applied to the restoration or rebuilding of such improvements (b) within a reasonable time, unless purchaser elects the 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 purchase's policy of title insurance in standard form, or a form issued therefore, 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 in said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form.
 - b. Liens 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 to.
 - c. 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 (b) 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 this contract.

17) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to deliver to purchaser a statutory warranty deed to said real estate, including any and all improvements thereon, together with all other things in any way connected therewith, and subject to the following:

Fulfillment

Waiver of claims for damages as recited on the face of the plat of Rosenbach's Corner.

(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 a hot utility service 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 make such payment as herein provided, the seller may make such payment or effect such insurance, and any amount so paid by the seller, together with interest at the rate of 10% per annum, shall be a part of the reason of such default.

(10) This is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or violate any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein provided, the seller may sue to declare to the purchaser's rights hereunder, formulated, and upon the 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 the right to retake possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be a bar to the recovery of any subsequent default.

Service upon purchaser of all demands, notices or other claims with respect to heretofore and hereunder made shall be made by United States Mail, postage paid, return receipt requested, directed to the purchaser at the address herein set forth.

(11) Upon severance being put to enforce any condition of this contract, including the terms and conditions of the deed hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such enforcement which shall be included in any judgment or decree entered in such suit.

If the order shall being put to enforce an obligation of the vendition of the real estate herein provided, 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 records or records to determine the condition of title at a date such suit is commenced, which shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed the within and foregoing instrument, and acknowledged that

MORLINE J. ROSENBACH (SEAL)

DOLLY ROSENBACH (SEAL)

CHARLES D. GROVER (SEAL)

DOHA J. GROVER (SEAL)

STATE OF WASHINGTON

County of Skamania

Do hereby certify that the within and foregoing instrument is the true and correct copy of the original as the same appears from the records of the County of Skamania, Washington.

Morline Rosenbach and Dolly Rosenbach

to be known to the public, as described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed.

Witness my hand and official seal this

10 day of September, 1979.

7117

Stephen C. Lytton
Notary Public in and for the State of Washington
residing at Stevenson, Wa.

TRANSACTION EXCISE TAX

Amount Paid \$ 7.25

Skamania County Treasurer
by *William J. Carmichael*

89715



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME
ADDRESS
CITY AND STATE

REGISTERED	E
INDEXED	2
INDEXED	1
RECORDED	1
COMPARED	
MAILED	

THIS FILE IS FILED FOR RECORDING IN THE COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *Stephen C. Lytton* OF *Stevenson, Wa.* IS 2:10 & 10-12-79 WAS RECORDED IN BOOK 77 OF *Deed* AT PAGE 367 RECORDS OF SKAMANIA COUNTY, WASH. *Stephen C. Lytton* COUNTY CLERK