



89722

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 77 PAGE 375

THIS CONTRACT, made and entered into this 11 day of October, 1979

between RAY W. THRASHER and ENID K. THRASHER, husband and wife,

hereinafter called the "seller," and DAVID E. PONDER and SHIRLEY M. PONDER, 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 6 WARD ACRES ANNEX, as per plat filed in Book "A" of Plats at Page 152, records of Skamania County, Washington.

SUBJECT TO: 1. Contract of Sale dated September 25, 1973, recorded October 1, 1973, in Book 65 of Deed Records at Page 749, under Auditor's File No. 76681. 2. Contract of Sale dated July 15, 1977, recorded August 1, 1977 in Book 73 of Deeds at Page 144, under Auditor's File No. 84529, which Contract the Seller will continue to pay according to its terms and provisions and in accordance with Paragraph 6 below.

The terms and conditions of this contract are as follows: The purchase price is TWENTY-THREE THOUSAND FIVE HUNDRED AND NO/100 \$23,500.00 Dollars, of which FIVE THOUSAND AND NO/100 \$5,000.00 Dollars have been paid, the receipt whereof is full, acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FIFTY-NINE AND 04/100 \$159.04 Dollars or more at purchaser's option, on or before the 15 day of November 1979 and ONE HUNDRED FIFTY-NINE AND 04/100 \$159.04 Dollars or more at purchaser's option, on or before the 15 day of each succeeding calendar month, until the balance of said purchase price is paid in full.

Interest on the unpaid balance of the purchase price shall be deducted from each payment and the balance of each payment applied to the principal balance of the purchase price. The purchaser further agrees to pay interest on the outstanding balance of said purchase price at the rate of ten (10) per cent per annum from the 15 day of October 1979.

All payments to be made hereunder shall be made in cash or by check or other order of the purchaser payable to the order of the seller.

Notwithstanding the above-stated payment terms of this Contract, the Purchaser agrees to pay in full, to the Seller, the principal balance, together with any accrued interest, being \$23,500.00, within two (2) years from date of closing.

Seller herein agrees that at the time the principal balance of this Contract has been reduced to \$7,900.00, he will give a Partial Fulfillment Deed to two and one-half acres (2½) and release same from the lien of this contract. Location of said 2½ acre tract to be mutually agreed upon between the Seller and the Purchaser.

As witness whereof, this contract was signed and sealed by the parties on this 15 day of October, 1979.

17. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

18. The purchaser hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

19. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

20. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

21. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

22. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

23. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

24. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

25. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

26. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

27. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

28. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

29. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

30. The seller hereby warrants, covenants, represents and agrees, to the best of his knowledge and belief, that he is the owner of the premises hereinafter described and that he has the right to sell the same and that he is not subject to any lien or other claim in respect to the premises hereinafter described.

Fulfillment

NONE

(B) 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.

(C) In case the purchaser fails to make any payment when provided or to maintain insurance, as herein required, the seller may make such payment or 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 recoverable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(D) If the purchaser breaches this contract, and it is agreed that to save the purchaser shall fail to comply with a condition or agreement hereof or to make any payment required hereunder or to do so 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 on demand return receipt requested, directed to the purchaser at the address last known to the seller.

(E) 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 of such suit, 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 of such suit, with such suit, and to pay the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which costs 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 hereinbefore stated.



x *Ray W. Thrasher* (SEAL)
Ray W. Thrasher
x *Enid K. Thrasher* (SEAL)
Enid K. Thrasher
x *David E. Ponder* (SEAL)
David E. Ponder
x *Shirley M. Ponder* (SEAL)
Shirley M. Ponder

County of Clark
On this day personally appeared before me Ray W. Thrasher and Enid K. Thrasher

to wit: the individual 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 office at and the 11th day of October, 1979
7121

TRANSACTION EXCISE TAX

Effie A. Cobb
Notary Public in and for the State of Washington
residing at Brush Prairie

Amount Paid: 4225.00 89722

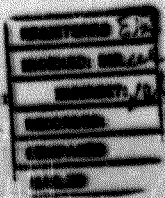
Skagit County Treasurer
By William J. Carmichael



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Please return to:

NAME Mr. and Mrs. Ray W. Thrasher
ADDRESS 19901 N.E. 58th Street
CITY AND STATE Vancouver, WA



THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF SKAGIT
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS VALID AND IS
Shirley M. Ponder
OF Skagit County
ON 10-15-79
AT 77
OF 10-15-79
BY Shirley M. Ponder
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
Effie A. Cobb
COUNTY OF SKAGIT