

19794

REAL ESTATE CONTRACT
(FORM A, 1964)

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THIS CONTRACT, made and entered into this 19th day of October, 1979

between STUART H. MILNE and DONNA M. MILNE, husband and wife,
hereinafter called the "seller," and KEITH J. ANDERSON and SHERRIL N. ANDERSON,
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:

The East 37 1/2 feet of Lots 2 and 9 of Block Four of JOHNSON'S ADDITION TO THE TOWN OF STEVENSON, according to the official plat thereof on file and of record in the office of the recording officer of Skamania County, Washington; ALSO, a strip of land 25 feet in width and 200 feet in length lying east and adjacent to the above described portions of Lots 1 and 9 of Block Four; AND TOGETHER WITH an easement and right of way for a roadway 12 1/2 feet in width over and across the east 91 feet of the North 12 1/2 feet of Lots 2 and 3 and the West 12 1/2 feet of Lot 1, Block 4 of JOHNSON'S ADDITION TO THE TOWN OF STEVENSON aforesaid as more particularly described in Deed dated June 19, 1958, at page 80 of Book 45 of Deeds, records of Skamania County, Washington.

County, Washington. The terms and conditions of this contract are as follows: The purchase price is Thirty Thousand and no/100

Ten Thousand and no/100 (S 10,000.00) Dollars have been paid, in receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two hundred Sixty-four and 31/100 \$ 264.31 Dollars.

or more, at purchaser's option, on or before the 19th day of November 1979
and Two hundred Sixty-four and 31/100 ----- (\$ 264.31) 1 Dollar

or made at purchaser's option, on or before the 19th 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 10% per cent per annum from the 19th day of October 1973 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 10% per cent per annum from the 19th day of October 1973 until the balance of said purchase price shall have been fully paid.

All payments to be made hereunder shall be made at
 or at such other place as the seller may direct in writing.

P.O. Box 252,
Oakville, Va. 98568

7135

No. _____
TRANSACTION NUMBER TO

DEC 19 1953

Amount Paid \$ 300.00

Skamania County Treasurer

By Julius J. Connelley

As referenced in contract, "date of closing" shall be October 19, 1979.

(11) The purchaser acquires and agrees to pay, before receiving all taxes and assessments that may in between present and quarter hereafter become a lien on said real estate, and for the service of all taxes and assessments that have accrued prior to any mortgage, contract or other encumbrance, or has assumed payment or is expected to pay hereon and to pay, say on or after month day a lien on said real estate, the sum of \$_____ for the term of the above term.

(3) The purchaser agrees that all improvement and construction contracts entered into by and for the seller not his assigns shall be held to any covenant respecting the conditions of sale, or covenants, thereunto, all the purchaser or seller or the agents of either be held to any covenant or agreement for alteration, improvement or repairs, unless the covenant or agreement referred to is contained herein or is in writing and attached to or made a part of the contract.

14) The purchaser hereby waives the right of first refusal or right of first refusal of any landowner who has sold real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that in the event of any taking, destruction or taking that constitutes a taking of condemnation in the case of any part of said real estate, the portion of the condemnation award remaining after payment of reasonable amounts of the money the same shall accrue to the seller and shall be payment on the purchase price hereon unless the seller shall otherwise direct the same amount of the condemnation award to the purchase or restoration of any improvement.

(5) The seller has delivered, or agrees to deliver, within 15 days of the date of closing, a hypothecation policy of title insurance in standard form to the lender, which policy shall be in full force and effect at the time of closing. The policy shall be issued by a member of the National Automated Clearing House Association.

Printed General Exceptions appearing in full policy form.

10. If Seller's title to real and/or estate is subject to any existing contract, obligation or under which Seller is purchasing said real estate, or if Seller or other obligor of Seller is to pay Seller's obligation to make any payments in accordance with the terms thereof, and upon default of Seller, the right to make any such payments is transferred to the obligor, then Seller shall be deemed to be in default, and any payment to be applied to the obligation shall be deemed to be in default.

17) The seller agrees, upon receiving full payment of the purchase price and interest in the money above specified, to execute and deliver to purchaser a quitclaim warranty. Fulfillment of the seller's obligation to execute and deliver a quitclaim warranty shall be subject to the following:

SUBJECT TO the terms and conditions and provisions of Contract of Sale dated May 17, 1969 and recorded September 25, 1972 in Book 61 of Deeds, page 463-4, Auditor's File No. 75243, records of Skamania County, Washington. Seller: Henry E. Rogers and Alta Rogers, husband and wife; Purchaser: Keith N. Wright and Gloria M. Wright, husband and wife;

Vendee's interest assigned to Stuart H. Milne and Donna Milne, husband and wife, under instrument dated April 10, 1978 and recorded May 3, 1978 in Book 74 at page 708 under Auditor's File No. 86255, records of Skamania County, Washington.

18) 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.

19) 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.

20) 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 his address as known to the seller.

(21) Upon seller's election to bring suit to enforce any provision 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 and of the date first written above.

Stuart H. Milne
STUART H. MILNE

(SEAL)

Donna Milne
DONNA MILNE

(SEAL)

Keith W. Anderson
KEITH W. ANDERSON

(SEAL)

STATE OF WASHINGTON.

County of Skamania

Sherrie N. Anderson
SHERRIL N. ANDERSON

(SEAL)

On this day personally appeared before me

Stuart H. Milne and Donna Milne

to me known to be the individual(s) 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 purposes therein mentioned

GIVEN under my hand and official seal this

19th day of

October, 1979.

Stephen G. Rydman
Notary Public in and for the State of Washington

Notary Seal at
St. Petersburg



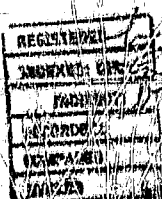
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

STATE OF WASHINGTON
COUNTY OF SKAMANIA - RECORDERS USE

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

*Stephen G. Rydman*ON *October 18, 1979*CAN BE FOUND IN BOOK *77*OF *Deeds* AT PAGE *126*

RECORDS OF SKAMANIA COUNTY, WASH.

S. P. Rydman

COUNTY CLERK