

GRAPHCO

OK-172  
1-5-9402

THIS CONTRACT, made and entered into this 15th day of OCTOBER, 1979

between J. D. FITZGERALD and JUANITA FITZGERALD, husband and wife  
 hereinafter called the "seller," and DONALD R. JOHNSON and MYRNA R. JOHNSON, 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:

The East 330 feet of the North 660 feet of the Northwest quarter of the Northwest quarter of Section 9, Township 1 North, Range 5 East of the Willamette Meridian, lying Southerly of State Road 120, formerly Secondary State Highway No. 8-B

SUBJECT TO: Perpetual easement and right-of-way for electric power transmission lines recorded October 6, 1932, under Auditor's File No. 18242; and, Right-of-way acquired by the State of Washington for Secondary State Highway No. 8-B, as recorded April 27, 1938 at page 48 of Book 27 of Deeds, under Auditor's File No. 25558.

The terms and conditions of this contract are as follows: The purchase price is **FOURTEEN THOUSAND AND NO/100-----**

**\$14,000.00** - Dollars, of which

**FOUR THOUSAND AND NO/100-----** **\$ 4,000.00** - Dollars have been paid ~~the receipt whereof is hereby acknowledged~~, and the balance of said purchase price shall be paid as follows:

**ONE HUNDRED AND NO/100-----** **\$ 100.00** - Dollars, or more at purchaser's option, on or before the 15th day of November , 1979

and **ONE HUNDRED AND NO/100-----** **\$ 100.00** - Dollars, or more at purchaser's option, on or before the 15th 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 unpaying balance of said purchase price at the rate of

**ten (10) per cent per annum from the 15th day of October , 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 Clark County Branch, Seattle First National Bank or at such other place as the seller may direct in writing.

It is hereby agreed and understood that Purchaser is to pay cost of setting up and maintaining said collection account to be established at Clark County Branch, Seattle First National Bank. It is further agreed and understood that purchaser is to pay future taxes as they become due. In the event said taxes are not paid when due, Seller may pay said taxes, and add any amount so paid to the principal balance of this contract.

NOTWITHSTANDING THE AFORMENTIONED PAYMENT TERMS OF THIS CONTRACT, THE PURCHASER AGREES TO PAY IN FULL, THE ENTIRE REMAINING PRINCIPAL BALANCE, TOGETHER WITH ANY ACCRUED INTEREST OWING SELLER, WITHIN FIVE (5) YEARS FROM DATE OF CLOSING.

As referred to in this contract, "date of closing" shall be October 15, 1979

(1) The purchaser agrees, and covenants to defend title to said real estate against all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate and it is agreed at this time that the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to make a payment of, any taxes or assessments now or hereafter levied on said real estate, the purchaser agrees to pay the same before default occurs.

(2) The purchaser agrees, upon 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 both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as the interest may appear, and to pay all premium therefor and to deliver all policies on renewals thereof to the seller.

(3) The purchaser agrees that full payment of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvement, thereon nor that the purchaser or seller or the assigns of either be held to any covenant or agreement for dilatations, improvements or otherwise under the covenant or agreement related on or contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of improvements now on said real estate or hereafter placed thereon, and 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 condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price heron unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or replacing of any improvement damaged by such taking. In case of damage or destruction from a third party, except against the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be directed to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price heron.

(5) The seller has delivered, or agrees to deliver, within 15 days of the date of closing, a purchaser's policy of title insurance in standard form or a combination thereto, issued by SAIFCO 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. Standard general exceptions appearing in said policy form;
- b. Lien 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; and
- c. Any existing contract or contracts under which seller is personally and real estate, and any mortgage or other obligation, which seller by the 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 arbitration or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to pay such payments in accordance with the terms thereof, and treat default, the purchaser shall have the right to make any payments necessary to reduce the default, and any payments so made shall be applied to the payment next falling due the seller under said contracts.

