



SK-1724
4-7-35-500

THIS CONTRACT, made and entered into this 19th day of October, 1979 between Wesley M. Sumrill, Jr. and Sue Ann Sumrill, husband and wife;

hereinafter called the "seller," and Thomas A. Matulovich and Carol L. Matulovich, husband and wife;

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 following described real property located in Skamania County, State of Washington, to-wit:

The North 405 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 4 North, Range 7 East, of the Willamette Meridian, EXCEPT the North 205 feet thereof.

The terms and conditions of this contract are as follows: The purchase price is Twenty-one Thousand Dollars and no/100 (is 21,000.00) Dollars, of which Six Thousand Dollars and no/100 (is 6,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Two Hundred Dollars and no/100 (is 200.00) Dollars, or more at purchaser's option, on or before the 19th day of November 1979.
Two Hundred Dollars and no/100 (is 200.00) Dollars, or more 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 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 in writing or by such other means as the seller may direct in writing.

8401 N. E. Lewis Drive
Vancouver, Washington 98666



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

(1) The purchaser assumes and agrees to pay before delivery of keys and accessories that way as between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, trust or other encumbrances, or has assumed payment of or agreed to purchase subject to, any lease or easements now a lien on said real estate, the purchaser agrees to pay the same before their expiry.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building 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, at his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof 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 or agreement respecting alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to 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 to indemnify the seller against all liability of consequential loss in case any part of said real estate is taken for public use, the portion of such consequential loss remaining after the payment of reasonable expenses of procuring the same shall be paid to the seller and included as payment on the purchase price hereon unless the seller agrees to allow the purchaser to apply all or a portion of such consequential loss to the refunding or restoration of any improvements damaged by such taking. In case of damage or destruction from a fire insured policy, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be deemed to be included in the refunding or restoration of such improvements unless a reasonable time within which the seller agrees that 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 money policy of title insurance in standard form, or a certificate therefor, issued by SAFECO Title Insurance Company, insuring the purchaser in the full amount of said purchase price against loss or damage by reason of defect in title or by reason of the date of closing and expiring no later than the day after the following:

- a. Any and all exceptions appearing in said policy.
- b. Loss of encumbrances which by the terms of this contract the purchaser is to assume, or any other encumbrances appearing in the policy, and
- c. Any existing contract (or contracts) under which the seller is bound to perform any contract, and any other contract or obligation, which either by its terms or by operation of law, may be enforced against the seller or which may be enforced against the purchaser or either of them.

Wesley M. Sumrill, Jr. and Sue Ann Sumrill
Thomas A. Matulovich and Carol L. Matulovich

This contract is subject to the terms and conditions of the standard form contract for the purchase and sale of real estate in the State of Washington, and the provisions of said contract shall apply to this contract, and the provisions of said contract shall be deemed to be incorporated herein by reference.

The seller agrees, upon receipt of full payment of full purchase price and interest in the manner above specified, to execute and deliver to purchaser a satisfactory warranty deed through which is taken full title and all encumbrances except any that may attach after date of closing through any other means than the title, and subject to the following:

(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 so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements 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.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, if 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 receipt, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by law.

(10) 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 reenter 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.

Served upon purchaser of all demands, notices of other papers with respect to failure and termination of purchaser's right may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant in 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 sum 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 as of the date first written above.

Wesley M. Sumrill, Jr.
Wesley M. Sumrill, Jr.

Sue Ann Sumrill
Sue Ann Sumrill

Thomas A. Matulovich
Thomas A. Matulovich

Carol L. Matulovich
Carol L. Matulovich

STATE OF WASHINGTON,
County of Skamania

On this day personally appeared before me Wesley M. Sumrill, Jr. and Sue Ann Sumrill, husband and wife; to me known to be the individual persons described in and who indicated 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 19th day of October, 1979

7148

NO. 7148
TRANSACTION EXCISE TAX

Amount Paid \$210.00

Skamania County Treasurer
By _____



AIECO TITLE INSURANCE COMPANY

Filed for Record at Request of _____

RECORDED
INDEXED
OCT 25 1979
SKAMANIA COUNTY

My Commission Expires August 24, 1982

THE STATE OF WASHINGTON
COUNTY OF SKAMANIA
I, _____
County Clerk
do hereby certify that the within and foregoing instrument was duly recorded in my office on this 25th day of October, 1979.

