



REAL ESTATE CONTRACT
FORM (1964)

BOOK 77 PAGE 423

THIS CONTRACT, made and entered into this 25th day of October, 1979, between D. W. BRINTON, a widower hereinafter called the "seller," and STANLEY W. ANDERSEN and PATRICIA R. ANDERSEN 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, sit Skamania County, State of Washington.

The West 420 feet of the South 220 feet of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 17, Township 3 North, Range 8 E.W.M.

7167
No. TRANSACTION EXCISE TAX
Amount Paid \$12,000.00
Skamania County Treasurer
And no/100

The terms and conditions of this contract are as follows: The purchase price is Twelve Thousand and no/100 (\$12,000.00) Dollars, of which Six Thousand and no/100 (\$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:

One Hundred Fifty and no/100 (\$150.00) Dollars or more at purchaser's option on or before the 25th day of November, 1979 and One Hundred Fifty and no/100 (\$150.00) Dollars, or more at purchaser's option, on or before the 25th 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 arrear balance of said purchase price at the

rate of 10% per cent per annum from the 25th 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 624 Willow Street Port Townsend, Wa. 98368 or at such other place as the seller may direct in writing.

Subject to Skamania County Subdivision and Planning Ordinances, seller shall release by Warranty Fulfillment Deed the Southeast Quarter of the herein described real estate based on an additional payment of \$3,000.00. Payment for deed release shall be in addition to regular contract payments.

As referred to in this contract, "date of closing" shall be October 25, 1979

(1) The purchaser hereby agrees to pay before delivery all taxes and assessments that may 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, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delivery.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building now and hereafter placed on and real estate insured to the actual cash value or of against loss or damage by both fire and vandalism in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums thereon 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 assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the estate of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is 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 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 breach of this contract. 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 held to the seller and applied as payment of the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted 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 herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance to standard form, or a certificate therefor, issued by the SAFEED Title Insurance Company, insuring the purchaser against a claim 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 exception other than the following:

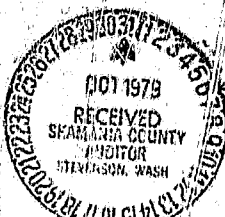
- Printed general exceptions appearing in said policy;
- Claims or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the company has determined is to be paid by the purchaser;
- Any existing contracts or contracts under which a title is purchased with real estate and any mortgage or other obligation, which arise by this contract, except to the extent of which, or the purposes of this paragraph (5), shall be released by the title insurer's title.

If seller's title to said real estate is subject to the existing contract or contracts under which said real estate and real estate, or any part hereof or other obligation which seller is to assume, shall be released by the title insurer in accordance with the terms thereof, and upon delivery the purchaser shall have the right to make any amendments necessary to remove the default, and any payments made which are applied to the same shall be for the benefit of the seller under this contract.

This contract is in compliance with County subdivision ordinances. Cymark County Assessor - R. J.

(7) The seller agrees, upon receiving full payment of the purchase price, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, accepting the part interest hereafter taken for public use, free of encumbrances except any that may exist prior to date of closing through any person other than the seller, and subject to the following:

NONE



(8) Unless a different date is provided for herein, the purchaser shall be deemed to have 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, gas, or other utility services furnished to said real estate prior to the date purchaser is entitled to possession.

(9) If 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 from date of payment (until paid), 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.

(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 this purchaser's rights herein or 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 the power 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 last known to the seller.

(11) 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 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 as of the date first written above.

D. W. Brinton
D. W. BRINTON (SEAL)

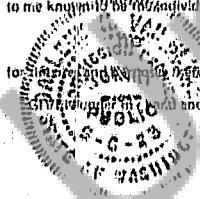
Stanley W. Andersen
STANLEY W. ANDERSEN (SEAL)

Patricia R. Andersen
PATRICIA R. ANDERSEN (SEAL)

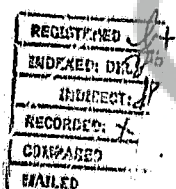
STATE OF WASHINGTON, } ss.
County of *Spokane* } (SEAL)

On this day personally appeared before me *D. W. Brinton*
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
signed the same as his free and voluntary act and deed,

for the purpose and effect therein mentioned.
Subscribed and sworn to and official seal this *25th* day of *October*, 1973.



Antonia J. Christensen
Notary Public in and for the State of Washington
residing at *Port Townsend*



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

THIS SPACE IS FOR RECORDER'S USE
COUNTY OF SEAMARK

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, PAGE 89364, OF SEAMARK COUNTY, WASHINGTON, WAS FILED FOR RECORD ON OCTOBER 25, 1973, AT 1:22 PM, BY ME, CLERK OF SEAMARK COUNTY, WASH.

NAME _____
ADDRESS _____
CITY AND STATE _____