

83864

REAL ESTATE CONTRACT
(FORM 1964)

SAFETY

BOOK 77 PAGE 923

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
 hereinlater 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, situate in 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

CT 31163

Amount Paid \$10.00

Skamania County Treasurer:

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 rest of which 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 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 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 or at such other place as the seller may direct in writing. Port Townsend, Wa. 98368

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 covenants and agrees to pay before the date of closing all taxes and assessments that may as between buyer and grantee heretofore become due and owing 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 or hereafter levied on said real estate, the purchaser agrees to pay the same before due and owing.

(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, as his interest may appear, and to pay all premiums thereon and to defer all premium renewals thereof to the seller.

(3) The purchaser agrees that full reparation 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 thereto nor shall the purchaser or seller or the assigns of either be held to any covenant of obligation for 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 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 valid cause of non-delivery. In case any part of said real estate is taken for the public use, the portion of this condominium owned respectively by the purchaser or by the seller shall be held to the seller and apportioned as among them 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 recovering the same shall be diverted to the restoration or rebuilding of such improvements within a reasonable time, until the purchaser elects to sell said property back to the seller for the amount of the insurance recovered therefrom.

(5) The seller, by delivery, or agrees to deliver within 15 days of the date of closing, a policy of title insurance in standard form, or if a commitment therefor, issued by A.F.E.T.Y. Title Insurance Company, insuring the purchaser against a claim of loss or damage by reason of defect in seller's title to the real estate as of the date of closing and containing no exception other than the following:

a. Printed and/or exceptions appearing in standard form.

b. Liens or encumbrances which by the terms of this contract the purchaser has assumed, or in which the conveyance herein is to be subject to.

c. Any existing contract of contracts under which seller is purchasing land, material and/or labor for a certain valuation, which is referred to in this contract, prior to the date of which, for the purpose of this contract, is deemed to be the date of closing.

(6) If seller's title to said real estate is subject to any agreement or contract under which he will be holding said real estate, or any lease, or other obligation which will in his opinion make such disposition in accordance with the terms thereof, and will in certain circumstances above the date of closing render necessary to repossess it himself, and any payments so made will be deducted from the amount due under this contract, the seller will be entitled to:

 Covenants in compliance with County subdivision ordinances
County Surveyor's Report
County Assessor's Report

