

20901

REAL ESTATE CONTRACT
(FORM A-1984)

77-113A

This contract was made and entered into this 10th day of October, 1979, by and between **ROBERT C. COOLEY and ANNIE M. COOLEY, husband and wife**, hereinafter referred to as "seller", and **CHARLES R. PARTON, a single man**, hereinafter referred to as "buyer".

WITNESSETH that the seller agrees to sell to the buyer and the buyer agrees to purchase from the seller the following described property:

Property located in **Skamania** County, State of Washington: **Tract No. 5 of COLUMBIA RIVER STATES**, as more particularly shown on a plat of said tract recorded at Page 354 of Book J of Miscellaneous records under Audit File No. 7500, records of Skamania County, Washington. Said real property being a portion of the Southeast Quarter of the Northeast Quarter and of the Southeast Quarter of the Southeast Quarter Section 3, Township 2 North, Range 6 East, TOGETHER WITH an easement in, through and across roads as delineated and more particularly described on a survey recorded at Page 36 of Book J of Miscellaneous records of Skamania County, Washington, and at Page 35 of Book J of Miscellaneous records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is **Twenty Thousand and no/100**

Five Thousand and no/100 \$ 20,00 1 Dollars, at which

the buyer is to pay to the seller the sum of **Five Thousand and no/100** \$ 5,000 1 Dollars, at which

the balance of the purchase price shall be paid as follows: **Five Thousand and no/100** \$ 5,000.00 1 Dollars

on or before the 1st day of January 1980 \$ 80

Five Thousand and no/100 \$ 5,000.00 1 Dollars, **** see below**

on or before the 1st day of July 1980

At which said contract not be fully paid on or before July 1, 1980, at the

rate of **10%** per cent per annum from the 1st day of July 1980

Each payment to be deducted from each installment payment and the balance of each payment applied to the principal of the loan.

Said balance to be made hereunder shall be made by

1st March, 1980, and the final payment on July 1, 1980, and in no event

later than October 1, 1980, when (continued above)

Seller agrees to pay 1979 real estate taxes upon closing and the 1st

and-half 1980 real estate taxes upon receipt of tax statement.

The parties agree that upon payment under the terms of this contract of

a total of \$10,000.00 on the principal balance, including down-payment,

October 10, 1979 (continued on attach-

ment)

The purchaser assumes and agrees to pay interest on the balance of the loan

at the rate of 10% per annum from the date of the closing of the loan to the date of the final payment

and to pay all taxes and assessments on the property and to maintain the property in good condition

and to keep the buildings, now and hereafter, in good condition and to repair or replace the same as they may wear out

The purchaser agrees that full completion of said real estate has been made and that the seller and buyer are satisfied with the same

and that the condition of any improvements thereon shall be paid to the buyer and seller by the date of the closing of the loan

The purchaser agrees to pay all taxes and assessments on the property and to maintain the property in good condition

and to keep the buildings, now and hereafter, in good condition and to repair or replace the same as they may wear out

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The purchaser agrees that full completion of said real estate has been made and that the seller and buyer are satisfied with the same

and that the condition of any improvements thereon shall be paid to the buyer and seller by the date of the closing of the loan

(1) The seller, upon receipt of full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a statutory warranty deed thereof, together with all rights and interests therein, and free of all encumbrances, except any that may affect after date of closing through any person other than the seller, and subject to the following:

a) Terms, provisions and conditions of Contract of sale dated December 30, 1977 and recorded January 6, 1978 in Book 74 of Deeds, at page 74, under Auditor's File No. 85558.

b) An easement and right-of-way for Roads for the use of the Public as more particularly described on a survey thereof recorded at page 364 of Book "J" of Miscellaneous records of Skamania County, Washington, and by description thereof at page 358 of Book "I" of Miscellaneous records of Skamania County, Washington.

December 1, 1979

(2) Unless a different title is provided for hereon, the purchaser shall be entitled to possession of said real estate on ~~January 1, 1979~~ and to retain possession so long as the seller is not entitled hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair, and not to permit same to be used, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all taxes, including the ad valorem tax, water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(3) 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 amount so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be payable by purchaser to seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(4) 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 covenant hereof or to make any payment required hereunder prior to 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 heretofore 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.

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 paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(5) 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 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 recording 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.

Robert L.C. Cooley (SEAL)
ROBERT L.C. COOLEY
Anne M. Cooley (SEAL)
ANNE M. COOLEY
Charles R. Paxton (SEAL)
CHARLES R. PAXTON

STATE OF WASHINGTON
County of Skamania

On this day personally appeared **Robert L.C. Cooley and Anne M. Cooley**

known to me to be the individuals whose names are subscribed to the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed.

WIT my hand and official seal this **10th** day of **October**, 1979

7186
Wayne L. Ferguson
Notary Public for the State of Washington
Stevenson

No. **7186**
TRANSACTION EXCISE TAX

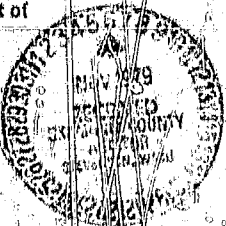
NOV 6 1979
Amount Paid **\$200.00**

Skamania County Treasurer
William J. Carson

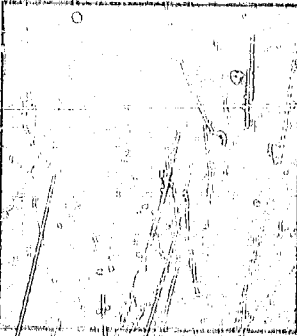


SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of



THIS SPACE RESERVED FOR RECORDER'S USE



89901

ATTACHMENT TO REAL ESTATE CONTRACT
Cooley to Paxton

purchaser shall have the option of requesting a Warranty Fulfillment Deed to a 5-acre parcel of the within described real property, being the portion of said premises. Seller agrees to execute and deliver said Warranty Fulfillment Deed upon receipt of said \$10,000.00 principal payment, which includes the down-payment paid hereunder; upon written demand by purchaser for said deed release. The seller and purchaser agree to have prepared and to execute necessary affidavits to satisfy Skamania County Ordinances pertaining to Subdivision requirements.

Purchaser shall not re-sell or assign his interest in this contract without prior written consent of seller, which consent seller agrees not to unreasonably withhold.

The sales price herein does not include:

Overhead light in cabin
Fence charger
Fence

The sale price herein does include:

Trailer frame
Tractor and blade and hydraulics
Water ram and pipe on creek

SEARCHED	INDEXED
SERIALIZED	FILED
RECORDED	INDEXED
COMPARED	

Robert L. Cooley
ROBERT L. COOLEY

Anne M. Cooley
ANNE M. COOLEY

Charles R. Paxton
CHARLES R. PAXTON

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Stephen J. Gidd

OF St. Paul, Minn.

AT St. Paul, Minn.

ON Dec 29

WAS RECORDED IN BOOK 22

DE Dec 29 AT PAGE 512-15

RECORDS OF SKAMANIA COUNTY, WASH.

W. P. Todd

B. Babcock