

89903

# REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 6th day of November, 1979

between RAY I. LAIRD AND INEZ LAIRD, husband and wife

hereinafter called the "seller," and ROBERT W. HAINER, as his separate estate

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:

(LEGAL CONTINUED ON BACK OF CONTRACT)

A portion of the Southwest quarter of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian, County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northwest quarter of the Northeast quarter of the Northeast quarter thence Southerly along the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter 327.60 feet; thence Easterly parallel to the North line of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter 330 feet; thence Northerly parallel to the East line of the Southwest quarter of the Northeast quarter of the Northeast quarter 327.60 feet to the north line of the Southwest quarter of the Northeast quarter of the Northeast quarter; thence westerly along said north line to the p. of. b., Also described as Lot 1 of the Laird Short Plat, recorded Book 2, page 104, Skamania County Short Plat Records.

The terms and conditions of this contract are as follows: The purchase price

SEVEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$ 7,500.00 Dollars, of which ONE THOUSAND FOUR HUNDRED AND NO/100 - - - - - (\$ 1,400.00 ) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows. Eighty and 63/100 - - - - - (\$ 80.63 ) Dollars,

or more at purchaser's option, on or before the 7th day of December, 1979, and Eighty and 63/100 - - - - - (\$ 80.63 ) Dollars,

or here at purchaser's option, on or before the 7th 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 7th day of November, 1979.

Such 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 by Ray I. Laird, 7906 N E Burton Rd., Vancouver, Wa or at such other place as the seller may direct in writing.

Taxes to be paid by purchaser and written proof furnished seller.

Purchaser to have the right to pay off the contract balance sooner without paying a penalty.

Purchaser and Sellers herein agree that there will be no more easements granted, other than the existing ones, until this contract is paid in full.

As referred to in this contract, date of this state be: Date of recording

(1) The purchaser assumes and agrees to pay the full responsibility of 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 promised payment of any mortgage, contract or other encumbrance or has assumed payment or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same in full immediately.

(2) The purchaser agrees to pay the purchase price to be paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value that the buildings are insured by both life and fire and to name in a company acceptable to the seller and for the seller's benefit, as 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 after closing on said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement to repair or to improve or to reconstruct thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement to repair or to improve or to reconstruct thereon unless the extent of such covenant or agreement is contained herein or is in writing and attached to this contract as a part of this contract.

(4) The purchaser agrees to be bound by the terms of any improvement now on said real estate or hereafter placed thereon, and of the liability of said improvement or the cost thereof to public, fire and other, that so such damage, destruction or falling shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the consideration amount remaining after payment of the above expenses of purchase, the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward 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 cost of processing the same shall be deemed to be 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 in standard form, to a commitment therefor issued by First American 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. Printed general exceptions appearing in said policy form;
- b. Eminent domain proceedings which by the terms of this contract the purchaser, as to actions, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which policy by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

SUBJECT TO AND TOGETHER WITH AN easment 60 feet in width for road and utility purposes across subject property and following existing gravel road to Duncan Creek Road

Subject to Contract recorded March 5, 1976 between Dean Vogt and Lois Vogt, as sellers, and Ray I Laird and Inez Laird as buyers; Sellers Assignment recorded June 10, 1977.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments then falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty -- Fulfillment deed to said real estate, excepting any part hereof of hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, 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 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 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, 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 thereon from date of payment until repaid, 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 the purchaser's rights hereunder terminated, and upon its 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 evict 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 paper, with respect to foreclosure and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at 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

Robert W. Mather (SEAL)  
Ray I Laird (SEAL)  
Inez Laird (SEAL)

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me Ray I. Laird and Inez Laird

to me known to be the individual S described in and who executed 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 718<sup>th</sup> day of November

Debra P. Adams  
TRANSACTION EXCISE TAX Notary Public in and for the State of Washington,

NOV 7 1979 residing at Vancouver  
Amount Paid \$ 25.00



Shamania County Treasurer  
By [Signature]  
**First American Title INSURANCE COMPANY**

Filed for Record at Request of MAIL TO

Name: Robert W. Mather  
Address: 9195 S E Kingswood Way  
City and State: Graham, Oregon 97030

THIS SPACE RESERVED FOR RECORDER'S USE, COUNTY OF SHAMANIA  
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Debra P. Adams ON NOV 7 1979 AT VANCOUVER WAS RECORDED IN ACCORDANCE WITH THE RECORDS OF SHAMANIA COUNTY, WASH. [Signature] COUNTY CLERK