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BOOK 77

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S-10394

REAL ESTATE CONTRACT

S-15-30-1300

THIS CONTRACT, made and entered into this 5th day of October, 1979

between Don Anderson and JoAnne J. Anderson, husband and wife, and Dan Hunn, Inc., a Washington Corporation

hereinafter called the "seller," and David L. Sims and Susan J. Sims, husband and wife, and William C. Erickson and Ellen A. Erickson, 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, in Skamania County, State of Washington:


 No. 7191
 TRANSACTION EXCISE TAX
 NOV 7 1979
 Amount Paid \$5,000.00

 Skamania County Treasurers
 Skamania County, Washington

The terms and conditions of this contract are as follows: The purchase price is Fifty thousand and No/100--
 Five Thousand and No/100 (\$50,000.00**) Dollars, of which
 Five Hundred and No/100 (\$500.00**) Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
 Five Hundred and No/100 (\$500.00**) Dollars,
 or more at purchaser's option, on or before the 7th day of December
 1979, and Five Hundred and No/100 (\$500.00**) Dollars,
 or more 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 unpaid balance of said purchase price
 at the rate of nine per cent per annum from the 7th day of November 1979,
 which interest shall be deducted from each installment payment, and the balance of each payment applied to the principal.
 All payments to be made hereunder shall be made at
 or at such other place as the seller may direct in writing.

This contract, together with interest due hereon, shall be paid in full on or before seven (7) years from the date of recording.

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

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be between transfer and transfer 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 closing.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings 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 no 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 agent shall be held to any claim or demand for the condition of any improvements thereon; and the purchaser or either of the agents of either be held to any claim or demand for the condition of any improvements thereon, or repairs unless the covenant or agreement referred to is contained herein or in any other instrument recorded in and made a part of this contract.

(4) The purchaser assumes all liability of damage, loss, or destruction of any improvements now in, and real estate or hereafter placed thereon, and of the buildings and real estate or any part thereof, or public use; and agrees that on such damage, destruction or taking shall constitute a breach of consideration. In case any part of said real estate is taken for public use, the portion of the consideration award resulting after payment of reasonable expenses of procuring the same shall be paid to the seller and applied in payment on the purchase price herein, unless the seller elects to allow the purchaser to apply as a portion of said consideration award to the rebuilding or replacement of any improvements damaged or destroyed. In case of a loss or destruction from a third person against the purchaser of said improvements, the payment of the reasonable expenses of procuring the same shall be deemed to be satisfaction or exoneration of such improvements, which, if received at any time, value, purchaser shall, but all proceeds shall be paid to the seller for application in the purchase price.

(5) The seller is authorized, or agrees to deliver within 15 days of the date of closing, a title insurance policy of the insurance in which and for the benefit of said real estate or any part thereof, shall be issued by a title insurance company licensed to do business in the State of Washington, and the purchase price shall be applied to the payment of the same. If the purchase price shall be applied to the payment of the same, the seller shall be deemed to have satisfied the obligation of the seller to deliver a title insurance policy of the insurance in which and for the benefit of said real estate or any part thereof, shall be issued by a title insurance company licensed to do business in the State of Washington, and the purchase price shall be applied to the payment of the same.

(6) The seller is authorized, or agrees to deliver within 15 days of the date of closing, a title insurance policy of the insurance in which and for the benefit of said real estate or any part thereof, shall be issued by a title insurance company licensed to do business in the State of Washington, and the purchase price shall be applied to the payment of the same.

(7) The seller is authorized, or agrees to deliver within 15 days of the date of closing, a title insurance policy of the insurance in which and for the benefit of said real estate or any part thereof, shall be issued by a title insurance company licensed to do business in the State of Washington, and the purchase price shall be applied to the payment of the same.

(8) The seller is authorized, or agrees to deliver within 15 days of the date of closing, a title insurance policy of the insurance in which and for the benefit of said real estate or any part thereof, shall be issued by a title insurance company licensed to do business in the State of Washington, and the purchase price shall be applied to the payment of the same.

WITNESSETH: CLARK COUNTY, WASH. - 21

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EXHIBIT "A"

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

The West half of the Northeast quarter of the Southeast quarter of Section 30, Township 2 North, Range 1 East of the Willamette Meridian, Skamania County, Washington.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities over, under and across a strip of land 60.00 feet in width, the centerline of which is described as the North-South centerline of the Southwest quarter of the Northeast quarter, and the Northwest quarter of the Southeast quarter of said Section 30.

EXCEPT: The South 1.00 foot of the above described 60.00 foot easement.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities over, under and across a strip of land 60.00 feet in width, the centerline of which is the South line of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 30.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities over, under and across a strip of land 60.00 feet in width, the centerline of which is the West line of the Southwest quarter of the Northeast quarter of the Southeast quarter of said Section 30.

RESERVING unto the Seller a strip of land 30 feet on each side of the centerline described as the North-South centerline of the Southwest quarter of the Northeast quarter, and the Northwest quarter of the Southeast quarter. Such reservation shall commence at the Northernly line of this described parcel. Providing, however, that the Seller does hereby grant unto the buyer an easement in and to the described reservation, EXCEPT the southerly one foot thereof, such easement is for purposes of ingress and egress, together with uses for utilities, as set forth in instrument recorded under Auditor's File No. 8125.

NOTED FOR RECORD
COUNTY OF SKAMANIA, WASH.

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING IS:

Harold C. Smith

of the County of Skamania, Washington

AT 3:00 PM 11/7/17

WAS RECORDED IN BOOK 17

ON 11/7/17

RECORDS OF SKAMANIA COUNTY, WASH.

H. C. Smith

H. C. Smith

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RECORDED:
COMPALED:
MAILED: