

S-11714

2-6-35-CB-2000

REAL ESTATE CONTRACT
(CORPORATE FORM A-1964)

BOOK 77 PAGE 57

SAFECO

89967

THIS CONTRACT, made and entered into this 1st day of November, 1979between WESTERN VENTURE RESOURCES, INC., a Colorado corporation,
hereinafter called the "seller," and CLINTON F. BENNETT and MARVILENA N. BENNETT, 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:

Lot 8, Block 2, Woodard Marina Estates, according to the official plat thereof,
on file and of record at pages 114 and 115 of Book "A" of Plats, records of Skamania County, Washington.SUBJECT TO easements and rights of way for electric power distribution lines and
public roads as reflected in instruments recorded under Auditor's File Nos. 61329
and 72357, records of Skamania County, Washington.SUBJECT FURTHER TO reservations and restrictions on the face of said plat and re-
strictive covenants and conditions of ownership as reflected in instruments re-
corded under Auditor's File Nos. 63793, 68598, and 72096, records of said County.

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

SIX THOUSAND FIVE HUNDRED AND NO/100

is \$ 6,500.00 Dollars, of which

ONE THOUSAND FIVE HUNDRED AND NO/100

is \$ 1,500.00 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 AND NO/100

is \$ 100.00 Dollars

at [] in [] at []'s option, on or before the 1st day of December, 1979,

and ONE HUNDRED AND NO/100

is \$ 100.00 Dollars

or more at purchaser's option, on or before the first 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 [] percent per annum from the 1st day of November, 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 or at such other place as the seller may direct in writing.

Purchaser covenants to assume and pay the assessments levied by Skamania Landing Owner's Association for dam improvement and repairs.

As referred to in this contract, "date of closing" shall be November 1, 1979.

- (1) The purchaser agrees and agrees to pay before John Money all taxes and assessments that may as between grantor and grantee hereinafter 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 or hereafter on said real estate, the purchaser agrees to pay the same before delinquency.
- (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 stated cash value thereof against fire 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 therefor and to deliver all policies and renewals thereof to the seller.
- (3) The purchaser agrees that no 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 thereto nor shall the purchaser or seller or his assignee or either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached in any mode 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 failure of consideration. In case any type 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 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 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 repairing 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 in standard form, or a commitment, therefor, issued by SAFECO 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. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be held subject;
 - c. Any existing contract or obligation under which seller is purchasing said real estate, and any mortgage or other obligation which seller by this contract agrees to pay, none of which for the purposes of this paragraph (5) shall be deemed defects in seller's title.
- (6) If seller's title to said real estate is subject to an existing contract or contract 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 in the payment next falling due the seller under this contract.

