

SK 11756

2-5-20-1900

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 29 day of November, 1979, by and between Susan Mary PETTEBONE, formerly SUSAN MARY POLICE, in her separate capacity, hereinafter called the "Seller", and CECIL D. WILLWORTH and GAIL WILLWORTH, husband and wife, and DOROTHY WILLWORTH, a single person, hereinafter called the "Purchaser",

W I T N E S S E T H:

That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the following described real estate, with appurtenances, in Skamania County, Washington:

The North one half of the South one half of the Southwest one quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Sixty-Five Thousand Dollars (\$65,000.00), of which Thirteen Thousand Dollars (\$13,000.00) have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Purchasers shall pay to Seller the sum of Four Hundred thirty-three and 33/100 Dollars (\$433.33) per month, commencing January 1, 1980 and continuing on the first day of each and every calendar month thereafter until paid in full. The balance of said contract is to be paid in full not later than seven (7) years following the date of closing. Purchasers reserve the right to pay more at any time without penalty.

The unpaid balance shall bear interest at the rate of ten (10%) percent per annum and the payments to be made shall be applied ~~first to interest and then to principal.~~ to interest only.

All payments to be made hereunder shall be made at such place as the Seller may direct in writing.

As referred to in this contract, the date of closing shall be December 29, 1979. Interest shall begin the day of closing.

1. Purchasers warrant that all contingencies contained in those certain Earnest Money Agreements between the parties have been satisfied.

2. The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by 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 delinquency.

3. 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 his interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the Seller.

1 4. The Purchaser agrees that full inspection of said
2 real estate has been made and that neither the Seller nor his
3 assigns shall be held to any covenant respecting the condition
4 of any improvements thereon nor shall the Purchaser or Seller
5 or the assigns of either be held to any covenant or agreement
6 for alterations, improvements or repairs unless the covenant
7 or agreement relied on is contained herein or is in writing and
8 attached to and made a part of this contract.

9 5. The Purchaser agrees that they have had an oppor-
10 tunity to review all Federal, State and local regulations, includ-
11 ing but not limited to zoning regulations and regulations with
12 standards affecting various permit applications, and the effect
13 that such regulations and requirements may have on the above
14 described property, including the effect of the same on any pros-
15 pective intended use or uses.

16 Purchasers acknowledge that to accomplish the acquisi-
17 tion of property as contemplated in this contract, they may need
18 to short plat the property sold hereunder in accordance with
19 short plat ordinances for Skamania County, Washington. Purchasers
20 assume all responsibility and expense for accomplishing short
21 plat in accordance with said ordinances.

22 On or before February 1, 1980 the Sellers shall provide
23 to Purchasers two deeds, each deed releasing to Purchasers two
24 (2) acres of property sold hereunder, free and clear of the en-
25 cumbrance created by this contract. Said two acre parcels shall
26 be chosen by Purchasers. Any compliance with local or State
27 ordinances, statutes or regulations in recording said deeds shall
28 be the responsibility of Purchasers.

29 6. The Purchaser assumes all hazards of damage to
30 or destruction of any improvements now on said real estate or
31 hereafter placed thereon, and of the taking of said real estate,
32 or any part thereof for public use; and agrees that no such damage,
33 destruction or taking shall constitute a failure of consideration.
34 In case any part of said real estate is taken for public use,
35 the portion of the condemnation award remaining after payment
36 of reasonable expenses of procuring the same shall be paid to
37 the Seller and applied as payment on the purchase price herein
38 unless the Seller elects to allow the Purchaser to apply all
39 or a portion of such condemnation award to the rebuilding or
40 restoration of any improvements damaged by such taking. In case
41 of damage or destruction from a peril insured against, the proceeds
42 of such insurance remaining after payment of the reasonable expense
43 of procuring the same shall be devoted to the restoration or
44 rebuilding of such improvements within a reasonable time, unless
45 purchaser elects that said proceeds shall be paid to the Seller
46 for application on the purchase price herein.

47 7. Purchasers covenant and agree that during the full
48 term of this contract they will not cut, damage or remove any
49 timber from the property sold hereunder, except that which may be
50 necessary for the construction of buildings, without the prior
51 written consent of Seller. Said consent will no longer be required
52 when the contract is paid in full or upon such property as may be
53 released by deed.

54 8. The Seller has delivered to Purchasers a preliminary
55 commitment for title insurance issued by Safeco Title Insurance Co.
56 of Skamania County, insuring the Purchasers to the full amount

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READ, WOLFE, HANNAH & MERCER, P.S.
ATTORNEYS AT LAW
604 WEST EVERGREEN BOULEVARD
PORT OFFICE BOX 61808
VANCOUVER, WASHINGTON 98668
(206) 688-4791

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1 of said purchase price against loss or damage by reason of defect
2 in Seller's title to said real estate as of the date of closing,
and containing no exceptions other than the following.

3 A. Printed general exceptions appearing in said policy;

4 B. Easements for underground electric transmission and
5 distribution lines granted to Public Utility District #1 and eas-
6 ments and rights of way reserved by Seller in instrument dated
November 3, 1969 for ingress and egress to and from other land
owned by the Seller.

7 9. It is agreed that no right, title or interest to the
8 property herein involved or to the contract here executed shall be
assigned, given, sold or conveyed by Purchasers hereto, without
the express written consent of Seller.

9 10. The Seller agrees, upon receiving full payment of
10 the purchase price and interest in the manner above specified,
to execute and deliver to Purchaser a statutory warranty deed to
11 said real estate, excepting any part thereof hereafter taken for
public use, free of encumbrances except any that may attach after
12 date of closing through any person other than the Seller, and
subject to the following: Easements, covenants, restrictions and
13 reservations of record.

14 11. Unless a different date is provided for herein,
the Purchaser shall be entitled to possession of said real estate
15 one day after recording of this contract, and to retain possession
so long as Purchaser is not in default hereunder. The Purchaser
16 covenants to keep the buildings and other improvements on said
real estate in good repair and not to permit waste and not to
17 use, or permit the use of, the real estate for any illegal purpose.
The Purchaser covenants to pay all service, installation or construc-
18 tion charges for water, sewer, electricity, garbage or other
utility services furnished to said real estate after the date
19 Purchaser is entitled to possession.

20 12. In case the Purchaser fails to make any
payment herein provided or to maintain insurance, as herein required,
21 the Seller may make such payment or effect such insurance, and
any amounts so paid by the Seller, together with interest at
22 the rate of twelve percent (12%) per annum thereon from date
of payment until repaid, shall be repayable by Purchaser on
23 Seller's demand, all without prejudice to any other right the
Seller might have by reason of such default.

24 13. Time is of the essence of this contract, and
25 it is agreed that in case the Purchaser shall fail to comply
with or perform any condition or agreement hereof or to make
26 any payment required hereunder promptly at the time and in the
manner herein required, the Seller may elect to declare all the
27 Purchaser's rights hereunder terminated, and upon his doing so,
all payments made by the Purchaser hereunder and all improvements
28 placed upon the real estate shall be forfeited to the Seller
as liquidated damages, and the Seller shall have the right to
29 re-enter and take possession of the real estate; and no waiver
by the Seller of any default on the part of the Purchaser shall
30 be construed as a waiver of any subsequent default.

31 14. Service upon Purchaser of all demands, notices or
32 other papers with respect to forfeiture and termination of Purchaser's
rights may be made by United States Mail, postage pre-paid, return

receipt requested, directed to the Purchaser at their address last known to the Seller.

15. In the event of any default of any of the terms of this agreement, and in the event of the bringing of any suit or action with respect to any default, or to enforce any of the terms, the prevailing or non-breaching party shall be entitled to recover, in addition to statutory costs, all reasonable costs and attorney's fees incurred in connection with such suit or action. Purchaser further agrees to pay the reasonable costs, including attorney's fees, incurred by the seller, or assigns, for preparing and serving notices of forfeiture, or of intention to declare forfeiture, in the event of default on the part of Purchaser. Purchaser further agrees to pay the reasonable costs of searching records to determine the condition of title, in the event that the Seller, after any default by the Purchaser, undertakes such a search in preparation for the bringing of any suit or action, or instituting forfeiture provisions.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

Susan Mary Pettebone
Susan Mary Pettebone, formerly
Susan Mary Police

Cecil D. Willworth
Cecil D. Willworth

Gail M. Willworth
Gail Willworth

Dorothy C. Willworth
Dorothy Willworth

Seller

Purchasers

STATE OF WASHINGTON)
COUNTY OF Clark) ss.

On this day personally appeared before me Susan Mary Pettebone, formerly SUSAN MARY POLICE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of November, 1979.

Rock M. Worland
Notary Public in and for the State of Washington, residing at _____

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me Cecil D. Willworth and Gail Willworth, husband and wife, to me known to be the individuals 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 22 day of November, 1979.

Paul S. Roberts
Notary Public in and for the State of Washington, residing at _____
ATTORNEYS AT LAW
504 WEST EVERETT BLVD. S.E.
PORT OFFICE BOX 81408
VANCOUVER, WASHINGTON 98108
(206) 592-4791

1 STATE OF WASHINGTON)
2 COUNTY OF Clark) ss.

3
4 On this day personally appeared before me DOROTHY C. HARRIS, Notary Public,
5 WILLWORTH, a single woman, to me known to be the individual described in and who executed the within and foregoing instrument,
6 and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

7 GIVEN under my hand and official seal this 20
8 day of November, 1979.

9
10 Dorothy C. Harris
11 Notary Public in and for the State of
12 Washington, residing at Unsubscribed

13
14 7257
15 No. 7257
16 TRANSACTION 1979 TAX

17
18 REC 10/19
19 \$652.00
20 Skagitnia County Treasurer
21 W. A. Blackman

