



89325

REAL ESTATE CONTRACT

BOOK 77 PAGE 65

SK116SZ

THIS CONTRACT, made and entered into this 1st day of August, 1979,
between **NELSON L. MEAGHERS and RUTH M. MEAGHERS, husband and wife,**
hereinafter called the "seller," and **DANIEL L. LILLEGARD and JUDIE A. LILLEGARD,**
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 **Skumania** County, State of Washington:

That portion of Section 1, Township 2 North, Range 7 E. W. 1., described as follows: Beginning at a point on the south line of Second Street 602 feet south and 260 feet north 89° 06' west of the intersection of the west line of the Heary Shepard D. L. C. with the north line of the said Section 1; thence south 86 feet to the initial point of the tract hereby described; thence north 86 feet to a point on the south line of Second Street; thence north 89° 06' west 50 feet; thence south 110 feet; thence east 32 feet; thence south 34 feet, more or less, to the northerly right of way line of State Road 14; thence northeasterly along said right of way line to a point east of the initial point; thence west 40 feet, more or less, to the initial point.

TOGETHER WITH an easement for the use, maintenance and repair of the existing blower system 8 feet by 14 feet in size as now installed against the west wall of the existing body shop building on said premises.

The terms and conditions of this contract are as follows: The purchase price is **FIFTY-FIVE THOUSAND SEVEN HUNDRED FIFTY and NO/100** ----- (\$ 55,750.00) Dollars, of which

FIVE THOUSAND and NO/100 ----- (\$ 5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the remaining balance of the purchase price amounting to Fifty Thousand Seven Hundred and No/100 (\$50,750.00) Dollars in monthly installments of Four Hundred and No/100 (\$400.00) Dollars, or more, commencing on the first day of September, 1979, and on the first day of each and every month thereafter until the full amount of the purchase price and interest shall have been paid; provided however that the unpaid balance of the purchase price shall in any event become due and payable on August 1, 1989. Said monthly installments include interest at the rate of nine per-cent (9%) per annum computed on the declining monthly balances of the unpaid purchase price; and said installments shall be applied first to interest and then to principal. Purchasers reserve the right without penalty to pay any part or all of the unpaid purchase price plus interest then due.

No. **6974**

TRANSACTION EXCISE TAX

ADD \$ 0.00

Amount Paid **\$ 55,750.00**

Skumania County Treasurer

By *William J. Bensch*

All payments to be made hereunder shall be made at **P. O. Box 306, Stevenson, Washington 98649** or at such other place as the seller may direct in writing.

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other lien or assessments now a lien 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 actual cash value then in force 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 assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is contained herein or is in writing and attached to and made 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 part 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 securing 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:

- Printed exceptions appearing in said policy form;
- Liens or encumbrances other than by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contracts or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, four of which for the purpose 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 contracts under which seller is purchasing said real estate, or any mortgage, deed of trust 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 next 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 deed to said real estate, excepting any part thereof 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 **and sewer assessments**

- (a) General taxes payable in 1979 which shall be pro-rated between the parties as of August 1, 1979; and
- (b) Easement for guy wires granted to Pacific Power & Light Company.

(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 waste and not to use, 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 in force, 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 his 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 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 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 prepaid, 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, and bring 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 jurisdiction in the state 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.

Nelson L. Meachern (SEAL)

Ruth M. Meachern (SEAL)

Richard L. Lligstad (SEAL)

STATE OF WASHINGTON,

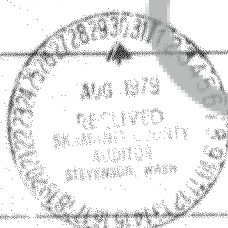
County of Skamania

Julia H. Lligstad (SEAL)

On this day personally appeared before me **NELSON L. MEACHERNS and RUTH M. MEACHERNS, his wife,** 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 **2nd** day of **AUGUST, 1979.**

Rosebud M. Davis
Notary Public in and for the State of Washington
residing at **Stevenson** therein.



SAFECO  **SAFECO TITLE INSURANCE COMPANY**

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	☒
INDEXED, OR	☒
INDEXED	☒
RECORDED	☒
COMPARED	☒
MAILED	☒

THIS SPACE RESERVED FOR RECORDER'S USE

FILE OF RECORD
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR INSTRUMENTS PRESENTED BY *Me to Title Co* OF *Stevenson, Wash* AT *12:30 PM Aug 30 1979* WAS RECORDED IN BOOK *77* OF *Stevenson* AT PAGE *65* RECORD OF SKAMANIA COUNTY, WASH
R. L. Lligstad
COUNTY CLERK