



90044

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 77

PAGE 665

THIS CONTRACT, made and entered into this 7th day of December, 1979

between ROBERT N. WOODS and Gwendolyn F. Woods, husband and wife,
hereinafter called the "seller," and LARRY T. FERRELL, a single man,
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 21, Block 6, Plat of Relocated North Bonneville, recorded in Book 3 of Plats, page 12, under Skamania County File No. 83466 also recorded in Book 3 of Plats, Page 28, under Skamania County File No. 84429, records of Skamania County, Washington.

RESERVING to the United States of America the right to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s), if any, as shown on said recorded plat.

The terms and conditions of this contract are as follows: The purchase price is Seven Thousand and no/100

One Thousand Two hundred and no/100 \$ 7,000.00 Dollars of which

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred twenty-six and 02/100 \$ 126.02 Dollars

or more at purchaser's option, on or before the 17 day of January 1980

and One hundred twenty-six and 02/100 \$ 126.02 Dollars

or more at purchaser's option, on or before the 17 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 9 1/2% per cent per annum from the 7th day of December 1979

which interest shall be deducted from each subsequent payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at Hitzger Road Larson, Wa. 98611

No. 7251
TRANSACTION EXCISE TAX

DEC 7 1979
Amount Paid \$ 70.00

As referred to in this contract, "date of closing" shall be December 7, 1979

(1) The purchaser assumes and cedes to any before-closing, and agrees that the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed any right of or against the purchaser or land for any taxes or assessments levied on said real estate, the purchaser agrees to pay the same before closing.

(2) The purchaser agrees, with the purchase price if fully paid, to keep the buildings now used heretofore located on said real estate insured by fire and theft with a certain real estate, and if by fire or theft the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed any right of or against the purchaser or land for any taxes or assessments levied on said real estate, the purchaser agrees to pay the same before closing.

(3) The purchaser agrees that all in person of said real estate has been made and that neither the seller nor the purchaser shall be held to any agreement respecting the condition of any improvements thereon nor shall the purchaser or seller be the agent of either for hold or any contract or agreement for alterations, improvements or repairs unless the agreement be in writing and is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all the risk 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 for any cause other than fire, flood, war, or any other cause, and agrees that no such damage, destruction or taking shall constitute a breach of this contract. In case any part of said real estate is taken for public use, the portion of the consideration hereunder remaining after payment of reasonable expenses of acquisition of such part of said real estate shall be paid to the seller and shall be included in the purchase price herein unless the seller shall so advise the purchaser in writing as to the portion of such consideration to be paid to the seller, and the portion of such consideration to be paid to the purchaser. In case of damage to or destruction of said real estate or improvements thereon, the proceeds of such insurance shall be included in the purchase price of said real estate and shall be paid to the seller and shall be included in the purchase price herein unless the seller shall so advise the purchaser in writing as to the portion of such consideration to be paid to the seller, and the portion of such consideration to be paid to the purchaser. In case of damage to or destruction of said real estate or improvements thereon, the proceeds of such insurance shall be included in the purchase price of said real estate and shall be paid to the seller and shall be included in the purchase price herein unless the seller shall so advise the purchaser in writing as to the portion of such consideration to be paid to the seller, and the portion of such consideration to be paid to the purchaser.

(5) The seller is obligated to deliver to the purchaser a copy of the title insurance policy, and the seller shall be held to any agreement for hold or any contract or agreement for alterations, improvements or repairs unless the agreement be in writing and is in writing and attached to and made a part of this contract.

- Prudent general exceptions at closing to the title.
- 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 made subject, and
- Any existing contract or contracts under which seller is obligated to pay, none of which for the purpose of this contract shall be deemed to be 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 obligated to pay, and the mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and in the event the purchaser shall have the right to make any payment necessary to protect the title, and the purchaser shall be held to any agreement for hold or any contract or agreement for alterations, improvements or repairs unless the agreement be in writing and is in writing and attached to and made a part of 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 satisfactory warranty of fulfillment of said real estate, encompassing 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:

JOSE

(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 purchase covenants to keep the building 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 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, at 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 of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements plus, 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.

(11) Service upon third parties. 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.

(12) 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 to attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to enforce any condition or agreement of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum to attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the validity of title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at the City of Seattle, first of December

Robert J. Woods
ROBERT J. WOODS

(SEAL)

Gwendolyn F. Woods
GWENDOLYN F. WOODS

(SEAL)

Larry J. Ferrell
LARRY J. FERRELL

(SEAL)

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me, Robert J. Woods and Gwendolyn F. Woods, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary deed.

GIVEN UNDER my hand and official seal this day of

December, 1979



Notary Public in and for the State of Washington
Robert J. Woods

90044



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

FILED	✓
INDEXED	✓
RECORDED	✓
COMPARSED	✓
MAILED	✓

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF 90044, PAGE 61	
WAS RECORDED IN BOOK 77	
AT PAGE 665	
COUNTY CLERK	