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FORM 1000

90003

## REAL ESTATE CONTRACT

BOOK 77

PAGE 626

BOOK 77

PAGE 684

THIS CONTRACT, made and entered into this 30 day of November 1979

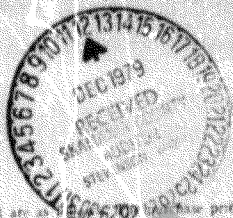
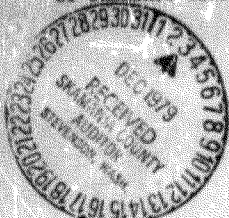
between ALBERT H.J. AKKERMAN AND ANNE DOREEN AKKERMAN, husband and wife

hereinafter called the "seller," and JESSE G. RENFRO

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 improvements in Skamania County County, State of Washington.

Lot 4 of Block 2 of JOHNSON'S ADDITION TO THE TOWN OF STEVENSON according to the official plat thereof on file and of record at page 25 of Book A of Plats, Records of Skamania County, Washington.



The terms and conditions of this contract are as follows: The purchase price of FORTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 \$44,500.00 Dollars, of which SIX THOUSAND AND NO/100 \$6,000.00 Dollars have

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

FOUR HUNDRED TWELVE DOLLARS AND NO/100 \$412.00 Dollars,

or more at purchaser's option, on or before the 1st day of January \$412.00 Dollars,

and FOUR HUNDRED TWELVE DOLLARS AND NO/100 \$412.00 Dollars,

or more at purchaser's option, on or before the 3rd 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 10 1/2 per cent per annum from the 3rd day of December 1979 19 79

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 Columbia Gorge Bank, Stevenson, Washington

or at such other place as the seller may direct in writing.

Contract to be paid in full on or before September 29, 1981.

Seller agrees to furnish a signed inventory of all furniture and furnishings and other personal property used in operations and of the respective property and seller agrees to convey said personal property by Warranty Bill of Sale at close of Escrow.

(This document has been rerecorded to correct payment date.)

As referred to in this contract, "date of closing" shall be December 3, 1979.

1. The purchaser assumes and agrees to pay before closing 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 such taxes, contract or other encumbrance, or any, taxes or payment or of action to purchase subject to, and taxes or assessments now a lien on said real estate the purchaser agrees to pay the same before closing.

2. The purchaser covenants, 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 fire, theft and vandalism 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 full inspection of said real estate has been made and that a "when the seller nor his heirs shall be held to account and shall protect the condition of any improvements on the premises and shall the purchaser or seller or the agents of either be held to any covenant or agreement for alterations, improvements or repairs on the premises or agreement thereon, as is contained herein or in any 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, by condemnation, destruction or taking and shall be held to a full and complete indemnification. In case any part of any improvements shall be lost or destroyed by fire, theft or vandalism, the proceeds of such insurance after payment of reasonable expenses of proving the loss shall be paid to the seller and applied as payment on the purchase price hereunder unless the seller elects to allow the purchaser to replace the same, in which case the proceeds of such insurance shall be applied to the cost of such improvements or to the cost of replacement of such improvements, whichever the purchaser may elect. In case of destruction or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of proving the loss shall be applied 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 hereunder.

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 First American 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 general exceptions appearing in said policy form;
- Lien 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 to;
- Any existing contract or contracts 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 purpose of this paragraph (5) shall be deemed defects in seller's title.



90003 90063

BOOK 77 PAGE 627

77 627

(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 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:

1. The lien of any Real Estate Excise Sales Tax upon any sale of said property, if unpaid.
2. Rights of the Public in streets, roads and highways.
3. Easement, including the terms and provisions thereof, granted to the Town of Stevenson, a municipal corporation of the State of Washington, dated October 14, 1971, recorded May 24, 1977 in Book 72 page 705, Skamania County Deed Records, being for a sewer system.
4. Mortgage, including the terms and provisions thereof, from Albert H.J. Akkerman and Anne Doreen Akkerman, husband and wife, mortgagor, and Columbia Gorge Bank, a corporation, mortgagee, dated July 12, 1970, recorded July 20, 1978 in Book 55, page 607, Skamania County Deed Records, given to secure the payment of \$14,000.00.

(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 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, 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 the expiration of all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be returned 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 and post return receipt required, 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, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fee, 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 entered, the purchaser agrees to pay a reasonable sum as attorney's fee, and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date 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 hereinafter written above.

ALBERT H. J. AKKERMAN (SEAL)  
Anne Doreen Akkerman (SEAL)  
ANNE DOREEN AKKERMAN (SEAL)  
JESSE G. REMFRO (SEAL)

STATE OF WASHINGTON,  
County of Skamania

On this day personally appeared before me Albert H. J. Akkerman and Anne Doreen Akkerman 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 30th day of November, 1979.  
No. 31979  
TRANSACTION EXCISE TAX  
Amount Paid \$2445.00  
receiving at Vanouver

First American Title Insurance Company  
Skamania County Treasurer

#90063

Filed for Record at Request of

Name.....  
Address.....  
City and State.....  
REGISTERED  
INDEXED: DIA  
INDEXED  
RECORDED  
COMPARED  
MAILED

RECORDED  
INDEXED  
FILED  
NOV 27 1979  
CLERK OF COUNTY OF SKAMANIA

COUNTY OF SKAMANIA  
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY First American Title Co OF Stevenson, WA AT 12:00 PM ON 12-10-79 WAS RECORDED IN BOOK 77 OF Deeds AT PAGE 627 RECORDS OF SKAMANIA COUNTY, WASH.  
W. P. Todd  
B. B. B. B.