

90003

FORM A-100A

90003

REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this

30

day of November 1979

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

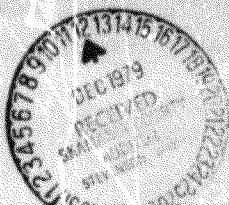
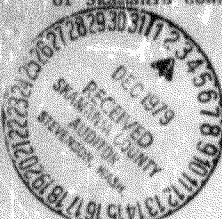
hereinafter called the "seller," and JESSE G. RENFRO

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 price is **FOURTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 - \$44,500.00** plus **1** dollar, of which **SIX THOUSAND AND NO/100 - \$6,000.00** plus **1** dollar have

been paid, the receipt whereof is hereby acknowledged, and the balance of the purchase price shall be paid as follows: **FOUR HUNDRED TWELVE DOLLARS AND NO/100 - \$412.00** plus **1** dollar.

or more at purchaser's option, as of before the **1st** day of **January**, **1979**, **\$412.00** plus **1** dollar,

and **FOUR HUNDRED TWELVE DOLLARS AND NO/100 - \$412.00** plus **1** dollar, or more at purchaser's option, as of before the **1st** day of **December**, **1979**, **\$412.00** plus **1** dollar,

purchase price which have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of the purchase price at the rate of **10 1/2** per cent per annum until the date of payment of principal, which interest shall be deducted from each installment payment, and the balance of the purchase price, as of the date of payment of principal, shall 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 reflect payment date.)

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

1. The purchaser agrees and agrees to pay before closing all taxes and assessments that may be levied between year of and inclusive heretofore or hereafter on said real estate, and if by law the same are levied after closing, the purchaser shall make payment to the appropriate taxing authority or assessors of taxes or assessments levied on the real estate, the purchaser agrees to pay the same before closing.

2. The purchaser agrees, until the purchase price is fully paid, to keep the business now and hereafter placed on said real estate in the actual care, custody, control against loss or damage by fire, flood, accident or otherwise to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums thereon and to deliver all policies and renewals thereof to the seller.

3. The purchaser agrees that full in respect of said real estate, has been made and that it is free from all encumbrances, except those which are the result of the seller's acts or omissions, and that no action or proceeding for any amount for alteration, improvement, or otherwise, shall be commenced before the date of closing.

4. The seller agrees all hazards or damages to or in relation to any improvements, new or old real estate or fixtures placed thereon, and of the taking of said real estate or any part thereof, by reason of any accident, destruction or taking of said real estate, a failure of construction, or any cause, shall be the responsibility of the seller, and the purchaser shall be responsible after payment of reasonable expenses of removal of any such damage, and the seller shall be responsible for any damage to or damage to any fixture or equipment placed on the real estate or fixtures herein unless the seller fails to allow the purchaser to inspect and remove the same before the closing or removal of such fixture or equipment, or if damaged by carelessness. In case of damage or destruction from a acts of God, natural causes, the proceeds of insurance on such fixture or equipment shall be applied to the repair or replacement of such fixture or equipment, within a reasonable time, unless purchaser wants that said amounts 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 thereto, issued by First American Title Insurance Company, covering the purchaser to the full amount of the purchase price against loss or damage by reason of defect in seller's title or such a defect as of the date of closing and containing no exceptions other than the following:

- a. Printed general covenants 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 hereinby is to be made, of fact, and.
- c. 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, it shall be deemed defects in seller's title.

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(8) 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 such contract.

(9) 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, 1973, recorded July 29, 1978 in Book 55, page 607, Skamania County Deed Records, showing the payment of \$12,000.00.
- The above described 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 for 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 so doing, 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 pre-paid, return receipt requested, directed to the parties or to 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 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 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 costs 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.

ALBERT H. J. AKKERMAN

Anne Doreen Akkerman

ANNE DOREEN AKKERMAN

(SEAL)

(SEAL)

(SEAL)

JESSE G. RENFRO

(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 instrument, and acknowledged that they signed the same as theirs truly and voluntarily and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

20

day of November, 1978

TRANSACTION EXCISE TAX
3 1978

Amount Paid \$1,445.00



Skamania County Treasurer
First American Title
INSURANCE COMPANY

#90063

Filed for Record at Request of

Name.....	REGISTERED	INDEXED	SEARCHED	FILED
Address.....	RECORDED	INDEXED	SEARCHED	FILED
City and State.....	COPIED	INDEXED	SEARCHED	FILED
	MAILED			

RECORDED AT PAGE 627
RECORDING CHARGE \$1.00 WAIVED
RECORDED BY [Signature]

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, FILED BY [Signature]
AT [Signature] ON NOVEMBER 20, 1978
WAS RECEIVED IN BOOK 77
AT PAGE 627
RECORDED BY [Signature]