

90280

BOOK 77 PAGE 851



REAL ESTATE CONTRACT (FORM A-1964)

SK-11818 1-5-8-1307 ES-68

REGISTERED	
INDEXED: DFL	
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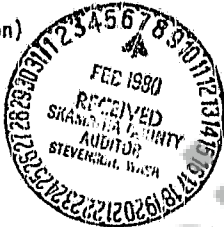
THIS CONTRACT, made and entered into this 1st day of February, 1980

between Jeffrey L. Dalling and Elaine Dalling;

hereinafter called the "seller," and Gary E. Lewis and Shellee F. Lewis, husband and wife; 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:

See attached Schedule A (Description)



No. 7343 TRANSACTION EXCISE TAX

FEB 1980 Amount Paid: \$475.68 Skamania County Treasurer By: [Signature]

The terms and conditions of this contract are as follows: The purchase price is Sixty-five Thousand Dollars and no/100----- (\$ 65,000.00) Dollars, of which Seventeen Thousand Dollars and no/100----- (\$ 17,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Four Hundred Seventy-five Dollars and 68/100----- (\$ 475.68) Dollars, *** or more at purchaser's option, on or before the 1st day of March, 1980

and Four Hundred Seventy-five Dollars and 68/100----- (\$ 475.68) Dollars, or more at purchaser's option, on or before the 1st 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 11 1/2 per cent per annum from the day of 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 1st Independent Bank, Evergreen Branch, 11515 E. Mill Plain Blvd. P. O. Box 2897 Vancouver, Washington ***

Taxes and insurance premiums will be paid by seller's reserve account and added back to contract balance and purchasers agree that in addition to the above regular monthly payments of \$475.68, the purchasers agree to pay an additional sum of which equals 1/12 of the years taxes and insurance premiums. Said 1/12th of the current years taxes and insurance premiums for the present time is \$85.32, purchasers herein acknowledge that the additional amount paid monthly will fluctuate yearly according to that years taxes and insurance premiums. As referred to in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before date of closing all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and if by the term 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.

(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 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 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 relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazard 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 incurred in securing 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 procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects his 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:

- a. Printed general exceptions 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 hereunder is to be made subject to.
- 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 (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 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 amount of debt falling due the seller under this contract.

purchaser a statutory warranty 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: deed to said real estate, excepting any

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(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 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 pre-paid, return receipt requested, directed to the purchaser 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 items shall be included in any judgment or decree entered in such suit.

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 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 first written above.

Jeffrey L. Dalling (SEAL)
Jeffrey L. Dalling (seller)

Elaine Dalling (SEAL)
Elaine Dalling (seller)

Gary E. Lewis (SEAL)
Gary E. Lewis (purchaser)

Shellee F. Lewis (SEAL)
Shellee F. Lewis (purchaser)

STATE OF WASHINGTON, }
County of }

On this day personally appeared before me Jeffrey L. Dalling and Elaine Dalling to me known to be the individual 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 6th day of Feb 1980

Raymond Jones
Notary Public and for the State of Washington
residing at Washougal



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____
ADDRESS _____
CITY AND STATE _____

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF SKAMANIA } ss
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Shellee F. Lewis OF Washougal, WA AT 1:45 P.M. Feb 2, 1980 WAS RECORDED IN BOOK 77 OF Deeds AT PAGE 851 RECORDS OF SKAMANIA COUNTY, WASH.
Raymond Jones
NOTARY PUBLIC

90280

SCHEDULE A (DESCRIPTION)

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A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8, SAID POINT BEING A BRASS MONUMENT IN THE RIGHT-OF-WAY OF BELL CENTER ROAD; THENCE NORTH $01^{\circ} 58' 31''$ EAST ALONG THE CENTER OF SAID SECTION 8 A DISTANCE OF 1,399.64 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH $88^{\circ} 00'$ EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SAID SECTION 8 A DISTANCE OF 2,408.23 FEET; THENCE NORTH $2^{\circ} 00' 51''$ EAST A DISTANCE OF 677.41 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, A DISTANCE OF 230.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $2^{\circ} 00' 51''$ EAST A DISTANCE OF 465.46 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 228.3 FEET; THENCE SOUTH $2^{\circ} 00' 51''$ WEST A DISTANCE OF 465.46 FEET; THENCE WEST A DISTANCE OF 228.3 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO A 33 FOOT EASEMENT FOR STARDUST DRIVE (PRIVATE).

ALSO KNOWN AS LOT 1 OF DALLING SHORT PLAT OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH 5 E.W.M., RECORDED 4-20-1978 UNDER AUDITOR'S FILE NO. 86171, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Jeffrey L. Dalling
JEFFREY L. DALLING (SELLER)

Elaine Dalling
ELAINE DALLING (SELLER)

Gary E. Lewis
GARY E. LEWIS (PURCHASER)

Shelleef. Lewis
SHELLEEF. LEWIS (PURCHASER)

SK-11918
1-5-8-1307