

RCW 84.36.100  
Ch. 11 Rev. Laws 1951

90438

BOOK 77

PAGE 295 650  
1951 Revised Statutes  
Ch. 11 Rev. Laws 1951

EXEMPT

REAL ESTATE CONTRACT

80 03030042

1951 Revised Statutes  
Ch. 11 Rev. Laws 1951

205337 Date 5-5-81  
RECORDED TO CORRECT ERROR  
IN LEGAL DESCRIPTION

80 02150064

1951 Revised Statutes  
Ch. 11 Rev. Laws 1951

1951 Revised Statutes  
Ch. 11 Rev. Laws 1951

CLARK COUNTY  
THIS CONTRACT made and entered into this 14th day of February, 1980  
between KENNETH B. HUDDLESTON, DBA: EVERGREEN REALTY

Clark County, State of Washington  
By *K.B. Huddleston*

hereinafter called the "seller," and RANDY L. WILNOT AND JANET E. WILNOT, husband and wife  
hereinafter called the "purchaser."

No.

TRANSACTION PAGE 295

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to buy the following described  
real estate, with the appurtenances, in Clark and Skamania

County, State of Washington

CLARK COUNTY

A tract of land in the Northeast quarter of the Southeast quarter of Section 17,  
Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington,  
described as follows:

Beginning at a point 354 feet North of the Southeast corner of the Northeast quarter  
of the Southeast quarter of the above described legal subdivision; thence North along  
the East boundary line of above stated Section, 294 feet; thence West 294 feet parallel  
with the South boundary line of the Northeast quarter of the Southeast quarter of  
above described property; thence South 294 feet parallel with the East boundary line  
of so stated Section; thence East 294 feet to the point of beginning.

EXCEPT any portion lying within N.E. 412th Avenue.  
SUBJECT TO AND TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities  
over and across the North 30 feet of the above described property.

SKAMANIA COUNTY

A tract of land located in the Northwest quarter of the Southwest quarter of Section 18,  
Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of the Northwest quarter of the Southeast quarter of  
the said Section 18; thence East along the South line of said subdivision 100 feet  
more or less, to intersection with the center line of an existing road designated as  
County Road No. 11, thence following the center line of said road in a Northerly  
direction 700 feet, more or less, to its intersection with the East line of said  
Section 18; thence South to the point of beginning.

EXCEPT the South 354 feet thereof.  
SUBJECT TO AND TOGETHER WITH a non-exclusive easement for ingress, egress and  
utilities over and across the North 30 feet of the above described property.

90438  
CLARK COUNTY  
RECORDED BY THE  
INSTRUMENTS FILED BY  
*Sherry L. Wilnot*  
AT 11:15 A.M. 2/19/80  
TAG RECORDED IN BOOK 77  
AT PAGE 025  
RECORDS OF SKAMANIA COUNTY, WASH.  
1/1/80  
COUNTY AUDITOR  
*S. Wilnot*

SEARCHED	INDEXED	FILED	RECORDED	COPIED	MAILED
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The terms and conditions of this contract are as follows. The purchase price

**FOTY FIVE THOUSAND FIVE HUNDRED AND NO/100** \$ 45,500.00 Dollars, of which  
**EIGHT THOUSAND NINE HUNDRED AND NO/100** 8,000.00 Dollars have

*been paid by the Seller to the Purchaser in advance, and the balance of said purchase price shall be paid on February 14th.*

**THIRTY FIVE HUNDRED FORTY-SIXTY AND 60/100**

which sum shall be applied to the amount due at the time of closing on March 14th, 1961, to 80 Dollars.

*This amount will be paid to the Purchaser by the Seller on March 14th, 1961, or the date of the closing, whichever comes first, and the balance of said sum shall be applied to the amount due at the time of closing on March 14th, 1961, to 80 Dollars.*

*Interest of  $\frac{1}{2}\%$  per month will be charged on the amount due on the date of the closing, or the date of the payment to the Purchaser, whichever comes first, up to the date of the payment, and interest will be charged on the amount due on February 14th at a rate of  $\frac{1}{2}\%$  per month, up to the date of the payment to the Purchaser, whichever comes first.*

*A proportion of  $\frac{1}{2}\%$  of the annual taxes and insurance shall be added to each payment, but said  $\frac{1}{2}\%$  shall increase or decrease with an increase or decrease in the annual taxes and insurance on subject property.*

*In my event said real estate contract to be paid in full no later than August 30, 1961.*

Attestation to above is made under oath:

**February 14, 1961**

"I, the undersigned, do hereby declare that I have read and understand all the above terms and conditions of this real estate contract, and I have signed this instrument in the presence of witnesses and in the presence of a Notary Public, and that I am fully aware of the contents of this instrument and that I am executing the same freely, voluntarily, and intelligently, and for my own benefit, and for the benefit of my heirs, executors, and administrators, and for the benefit of the Purchaser and for the benefit of the other persons mentioned herein." In witness whereof, the parties hereto have hereunto set their hands and signatures this day of February 14, 1961.

*I, the undersigned, do hereby declare that I have read the above terms and conditions of this real estate contract, and that I am executing the same freely, voluntarily, and intelligently, and for my own benefit, and for the benefit of my heirs, executors, and administrators, and for the benefit of the Purchaser and for the benefit of the other persons mentioned herein." In witness whereof, the parties hereto have hereunto set their hands and signatures this day of February 14, 1961.*

"I, the undersigned, do hereby declare that I have read and understood the above terms and conditions of this real estate contract, and I have signed this instrument in the presence of a Notary Public, and that I am fully aware of the contents of this instrument and that I am executing the same freely, voluntarily, and intelligently, and for my own benefit, and for the benefit of my heirs, executors, and administrators, and for the benefit of the Purchaser and for the benefit of the other persons mentioned herein." In witness whereof, the parties hereto have hereunto set their hands and signatures this day of February 14, 1961.

"I, the undersigned, do hereby declare that I have read and understood the above terms and conditions of this real estate contract, and that I am executing the same freely, voluntarily, and intelligently, and for my own benefit, and for the benefit of my heirs, executors, and administrators, and for the benefit of the Purchaser and for the benefit of the other persons mentioned herein." In witness whereof, the parties hereto have hereunto set their hands and signatures this day of February 14, 1961.

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17. 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 **fulfillment deed** **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:**

**Subject to easements, restrictions and reservations of record.**

(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 **.0% 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 herein agreed to or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may cancel 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 all rights 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 purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights shall be made by United States mail, postage pre-paid, 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 but not limited to collect any payment required hereunder, the purchaser agrees to pay a reasonable 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 adjudication of the termination of the purchaser's rights hereunder, and if during such suit the purchaser agrees to pay a reasonable attorney's fees and all costs and expenses in connection with such suit, and also to pay the cost of searching records in determining the question 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 day first written above,

EVERGREEN STATE TV

BY: *Randy L. Wilcox*  
KENNETH D. MIDDLESTON JUDICERATE

*Randy L. Wilcox*  
RANDY L. WILCOX

*Janet E. Wilcox*  
JANET E. WILCOX

STATE OF WASHINGTON.

County of CLARK

On this day personally appeared before me **KENNETH D. MIDDLESTON** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

he signed the same as his free and voluntary act and done for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of February, 1980

*Earline Farris*  
Notary Public in and for the State of Washington  
residing at Vancouver

FIRST AMERICAN TITLE CO.

MAR 1 1980

A. H. T. R.

SENTRY GUARANTEE & ESCROW, INC.

THIS SPACE RESERVED FOR RECORDER'S USE

Escrow No. 2563

Filed for Record at Request of

*mailbox*

NAME *Deborah S. Wilcox*

ADDRESS *P.O. Box 117*

CITY AND STATE *Nanaimo, B.C. V9R 9B3*

FILED 12-27-80  
FIRST AMERICAN TITLE CO.  
FEB 12 1980

*H. N. L. ZAHL*