

# REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 18th day of December, 1980

between **RUSSEL L. HEACOX**, a widower

hereinafter called the "seller," and **TOM D. HARRIS** and **RUBY A. HARRIS**, husband and wife

### Experiments called the "Germans"

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 15 of Washougal Summer Home Tracts according to the recorded Plat thereof on file and of record in Book "A" of Plats at Page 78, records of Skamania County, State of Washington.

SUBJECT TO any rights of the public, if any, in and to that certain public road adjoining the Northernly line of the aforesaid

AND any questions of claims that may arise due to the shifting or change in the course of the Washougal River or due to said river having changed

AND ALSO SUBJECT to the rights of the State of Washington in and to that portion of said premises, if any lying in the bed of the Washougal River, if said river is navigable.

HUNDRED ELEVEN AND NO/100 ----- (\$ 15,811.00 ) Dollars, of which  
THREE THOUSAND FIVE HUNDRED AND NO/100 ----- 3,250.00

THREE THOUSAND FIVE HUNDRED AND NO/100 ----- \$ 3,500.00  
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows

ONE HUNDRED TWENTY FIVE AND NO/100 ----- (\$125.00) Dollars

or more at par or at a discount, on or before the 22nd day of January 1981, at ONE HUNDRED TWENTY FIVE AND NO/100 ----- (\$125.00 Dollars, 19 81, -----)

ONE HUNDRED TWENTY FIVE AND NO/100 ----- \$125.00 ) Dollars.  
 22nd 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 Ten (10%) percent per annum from the 22nd day of December, 1980, which interest shall be deferred from each payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at Fussell L. Neacox, 1325 Marwest Highway, California 94020.

Balance due in 1971

No. 7885

FRANCAIS

**PROTON LAMB**

DEC 22 1980

Skamania County Treasurer

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3. The purchaser, grantee, and assignee, to pay before delivery all taxes and assessments that may be between grantor and grantee hereafter become a lien on the real estate, and if the terms of this contract the purchaser has assumed payment of any mortgage,

6. If the purchase price is not paid in full, the purchase price is to be paid, to keep the businesses now and hereafter placed on said real estate in and to the actual cash value thereof at 10% or damage by both fire and wind, them in a company acceptable to the seller, and the

4. The parties agree that full payment of and real estate has been made and that neither the seller nor his agents shall be held to be obligated to refund the consideration and improvements thereon but shall the purchaser be held to be obligated to pay the balance of the purchase price and to pay all taxes and other charges thereon and to deliver all policies and payments thereon.

(c) The purchaser warrants all hazards or damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of such real estate or improvements by eminent domain.

damages, and for the value of said real estate or any part thereof for public use, and agree, that no such damage, destruction or taking shall constitute a condemnation of said real estate. 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 shall be paid in cash to the seller and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser to apply said portion to the condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction of said real estate or any part thereof for public use, the portion of the condemnation award remaining after payment of reasonable expenses shall be paid in cash to the seller and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser to apply said portion to the condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction of said real estate or any part thereof for public use, the portion of the condemnation award remaining after payment of reasonable expenses shall be paid in cash to the seller and applied as payment on the purchase price hereon unless the seller elects to allow the purchaser to apply said portion to the condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

(5) The seller has delivered, or agreed to deliver within 15 days of the date of closing, to the buyer, the following:

standard form. Seller is obligated to deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard form, for the amount of the purchase price, to the purchaser, to be held by the purchaser for the full amount of the 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:

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which

(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 of fulfillment 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:

Easements, restrictions, covenants, reservations and rights of way 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 amount 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 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 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 fees and all costs and expense 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

Registered  
Indexed, Direct  
Indirect  
Recorded  
Mailed

Russel L. Heacox

Tom D. Harris

Ruby A. Harris

STATE OF WASHINGTON

County of

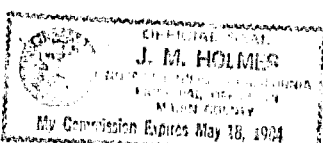
On this day personally appeared before me

Russel L. Heacox

to me known to be the individual described in and who executes, the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of December, 1980.



Notary Public in and for the State of Washington,

residing at:



First American Title  
INSURANCE COMPANY

Filed for Record at Request of (MAIL TO)

Name... TOM D. HARRIS & RUBY A. HARRIS

Address... 1408 S.E. Blair Road

City and State... Washougal, Washington 98671

THIS SPACE RESERVED FOR RECORDER'S USE.  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
ALL Co Title Co.  
OF Washougal, Wa.  
AT 11:35 A.M. 12/22 1980  
WAS RECORDED IN BOOK 79  
OF Dec 22 AT PAGE 116  
RECORDS OF SKAMANIA COUNTY, WASH  
Cheryl M. Jones COUNTY AUDITOR