



91916

REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 79 PAGE 224

SK 12247

THIS CONTRACT, made and entered into this 10th day of JANUARY, 1981  
between PHIL METCALFE, a single man,  
hereinafter called the "seller," and JANET L. GOODMAN, a single woman  
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:

Lot 6, BLOCK 2 of ESTABROOK'S ADDITION TO THE TOWN OF CARSON,  
according to the official plat thereof, on file and of record  
at Page 31 of Book "A" of Plats, records of Skamania County,  
Washington.

Registered  
Indexed, Dir.  
Indirect  
Recorded  
Mailed

SUBJECT TO Mortgage dated June 29, 1978 and recorded July 5, 1978  
in Book 58 of Mortgages, Page 279, Auditor's File No. 86779, in the  
office of the recording officer of Skamania County, Washington, to  
secure an indebtedness of \$12,000.00, and any interest, advances,  
or other obligations secured thereby. Mortgagor: Phil Metcalfe;  
mortgagee, Columbia Gorge Bank.

The terms and conditions of this contract are as follows: The purchase price is Eighteen Thousand Five Hundred  
and no/100----- \$18,500.00 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:

Two Hundred Twelve and 31/100----- \$212.31 Dollars  
or more at purchaser's option, on or before the 29th day of January, 1981  
and Two Hundred Twelve and 31/100----- \$212.31 Dollars,  
or more at purchaser's option, on or before the 29th 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 balance of said purchase price at the  
rate of 9 (Nine) per cent per annum from the 10th day of January, 1981  
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Payment  
terms are continued on attachment "A", which is hereby incorporated herein by this reference  
All payments to be made hereunder shall be made at (see attachment "A")  
or at such other place as the seller may direct in writing.

This sale includes a 1973 Tamarack mobile home situated on said premises.  
The value of said mobile home has been agreed by the parties to be \$7,000.00;  
said sum is a portion of the purchase price herein.

7954  
No. TRANSACTION EXCISE TAX

JAN 2 1981  
Amount Paid \$18,500.00  
+ Mobile Home \$7,000.00  
\$25,500.00

As referred to in this contract, "date of closing" shall be January 10, 1981

(1) The purchaser assumes and agrees to pay before or at the time of closing all taxes and assessments that may be levied on said real estate and to assume the responsibility for the payment of the same. If the purchaser becomes a lien on said real estate, or if the terms of this contract require the purchaser to assume 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 the closing.

(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 pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full possession 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 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 for public use, and agrees that in 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 of procuring 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 the purchaser elects that 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 SAFE CO 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; 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 (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 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 **fulfillment deed**  
 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, exempting any

### Mortgage referred to on the face of this contract

(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 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 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

*Phil Metcalfe*  
 PHIL METCALFE

(SEAL)

*Janet L. Goodman*  
 JANET GOODMAN

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of Skamania

ss

(SEAL)

On this day personally appeared before me **Phil Metcalfe, a single man**

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 deed.

for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 10th day of January, 1981

*Stephen E. Reptun*  
 Notary Public in and for the State of Washington  
 residing at Stevenson



SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE  
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT OF WRITING, FILED BY  
*Stephen E. Reptun*  
 12100 P. M. Jan 20, 1981  
 AS RECORDED IN BOOK 79  
 AT PAGE 239-31  
 RECORDS OF SKAMANIA COUNTY, WASH  
*C. J. [Signature]*  
 COUNTY AUDITOR



ATTACHMENT "A" to real estate contract dated January 10, 1981, by and between PHIL METCALFE and JANET L. GOODMAN:

Of the \$12,500.00 balance of the sales price of this contract, \$10,236.08 represents the balance due on the mortgage to which this contract is subject. Of each monthly payment of \$212.31, \$165.30 thereof is the monthly payment on said mortgage. Purchaser agrees to make said payment on the mortgage payment due date directly to Columbia Gorge Bank, Stevenson, Washington, until said mortgage shall be paid in full, both principal and interest. No contract interest shall accrue on that portion of the contract balance which equals \$10,236.08.

\$2,263.92 represents the difference between the contract balance and the balance due on the mortgage referred to above. Of said monthly payment of \$212.31, the balance, after deducting the mortgage payment, of \$47.01, shall be paid monthly for a period of 5 years from the date of this contract on the contract payment date specified herein. Said payment of \$47.01 <sup>or more</sup> shall be paid to seller or his assigns at the address specified in writing by seller or his assigns. Interest at 9 per cent per annum shall be deducted from each installment payment and the balance applied in reduction of said sum of \$2,263.92.

Phil Metcalfe  
Janet L. Goodman