

92232

REAL ESTATE CONTRACT

SL-12290

THIS CONTRACT made and entered into this 30th day of MARCH, 1981

between JIM L. DELL and MARICIA J. DELL, husband and wife

hereinafter called the "seller," and LEONARD L. FERGUSON, an unmarried man and ANNA M. SERNOWSKI, 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, to SIGNONIA County, State of Washington:

Lot 1, as delineated on the JACK DELL SHORE Plat No. 2 as recorded in Book 2, of Signon Plats at page 166, records of Skamania County, Washington

SUBJECT TO: That certain Real Estate contract dated July 31, 1980, recorded August 11, 1979 under auditor's file no. 87016, showing VANCE INVESTMENTS, INC. AN OREGON CORPORATION AS SELLER AND JACK L. DELL AND MARICIA J. DELL HUSBAND AND WIFE AS PURCHASER.

Registered
Indexed
Abstract
Recorded
Mailed

The terms and conditions of this contract are as follows: The purchase price is TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00) Dollars, of which THREE THOUSAND AND NO/100 (\$3,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: THREE HUNDRED FIFTEEN AND 64/100 (\$315.64) Dollars, or more at purchaser's option, on or before the 30th day of April, 1981, and THREE HUNDRED FIFTEEN AND 64/100 (\$315.64) Dollars, or more at purchaser's option, on or before the 30th 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 outstanding balance of said purchase price at the rate of 12 1/2 % per cent per annum from the 30th day of March, 1981, 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 or at such other place as the seller may direct in writing.

When the principal balance of this contract is reduced to \$17,500.00 the seller herein agrees to grant to the buyers herein at the buyer's expense a deed release to one (1) acre for building purposes.

As referred to in this contract, "date of closing" shall be the date of recording

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be against grantor and grantee hereafter become a lien on said real estate, and if by the terms 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 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 receipts 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the actions 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 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 consideration 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 consideration award to the replacement 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 restoring the same shall be divided to the restoration or rebuilding of such improvements within a reasonable time, unless 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 this contract in standard form, or a commitment therefor, issued by SAFECO TITLE INS. CO., 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:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the consequences hereunder is to be made subject; and
- Any existing contract or contracts under which title to purchaser 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.

Transmitted in compliance with county subdivision regulations
Skamania County Assessor's Office

(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 in 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 not 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 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, covenants, conditions, restrictions, reservations and rights of way of record.

(8) Unless a different date is provided for hereon, 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 properly at the time and in the manner herein required, the seller may elect to terminate the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all payments placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to 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 subsequent default.

(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 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.

JACK L. BELL (SEAL)

PATRICIA J. BELL (SEAL)

LEONARD D. FERGUSON (SEAL)

ANNA M. STROBECKI (SEAL)

STATE OF WASHINGTON,

County of } ss.

On this day personally appeared before me

JACK L. BELL and PATRICIA J. BELL

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

26th

day of March 1981

8112

No. TRANSACTION EXCISE TAX

MAR 30 1981

Amount Paid \$252.00



Shamaine County Treasurer
First American Title Insurance Company

Filed for recording on March 22

MAIL TO:

Name: LEONARD D. FERGUSON and ANNA M. STROBECKI

Address: 1542 N.E. 4th

City and State: Camas, Washington 98607

STATE OF WASHINGTON RECEIVED FOR RECORDER'S USE, COUNTY OF SHAMMAINE) SS.	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
Shamaine Co Title Co	
OF	Shamaine, WA
AT	1542 N.E. 4th
WAS RECORDED IN BOOK	22
OF	5412
RECORDED IN SHAMMAINE COUNTY WASH.	
By: [Signature] DEPUTY	