



92-69

REAL ESTATE CONTRACT EXCISE 79 PAGE 649
(FORM A-1964)

SAFECCO

THIS CONTRACT, made and entered into this 14th day of April, 1981
between **JACK F. MURRAY** and **PATRICIA J. MURRAY**, husband and wife,
hereinafter called the "seller," and **FRANCES THOMPSON** and **EDWARD EICHNER**, single persons,
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:

The North 260 feet of the West Half of the East Half of the Northwest Quarter of the Northeast Quarter ($\frac{1}{4} \times \frac{1}{4}$ NW₁ NE₁) of Section 28, Township 3 North, Range 8 E.W.M., EXCEPT the East 180 feet thereof, AND EXCEPT the West 40 feet thereof.

8157

No.

TRANSACTION EXCISE TAX

APR 29 1981

Amount Paid \$ 20

Skamania County Treasurers

RECEIVED
APR 29 1981
SIXTY DOLLARS

TERMS AND CONDITIONS OF THIS CONTRACT ARE AS FOLLOWS: THE PURCHASE PRICE IS TWENTY-EIGHT THOUSAND AND NO/100

\$ 28,000.00 Dollars, of which

Seven-thousand and No/100 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One-hundred-forty-five and No/100 Dollars *\$145.00**** Dollars, at more of purchaser's option, on or before the

11th day of May, 1981

and One-hundred-forty-five and No/100 Dollars *\$145.00**** Dollars.

Or more of purchaser's option, on or before the 11th day of each succeeding calendar month until the balance of said purchase price has been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of (6%) six per cent per annum from the 11th day of May, 1981, when interest shall be deducted from each installment payment and the balance of each payment is applied in reduction of principal.

All payments to be made by cashier that is made at P. O. Box 656, Carson, WA 98610

or at such other place as the seller may direct in writing.

In addition to the foregoing \$7,000.00 payment, Purchasers shall pay the further sum of \$3,000.00 on or before July 31, 1981 as an added portion of the downpayment.

As a special condition of this transaction, Purchasers reserve to the Sellers the right of first refusal in the event that Purchasers shall determine to sell this property. In the event of such a determination to sell, Purchasers shall notify the Sellers of any bona fide offer for said property, and the Sellers shall have 30 days to meet said offer, and if the offer is met, the Sellers shall be entitled to purchase on those conditions.

AS REFERRED TO IN THE CONTRACT, DATE OF CLOSING SHALL BE BEFORE APRIL 30, 1981.

(1) The purchaser agrees and agrees to pay before the closing all taxes and assessments that may as between grantor and grantee hereafter be levied upon said real estate, and 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 or then on said real estate, the purchaser agrees to pay the same, if so directed in writing.

(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 fire and windstorm in a company acceptable to the seller and for the seller's benefit as his interests 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 payment of a bill of lading 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 bound to any covenant or agreement, for alterations, additions or repairs unless the covenant or agreement relied on is contained herein in its original form and is 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, if any part thereof for public use, and agrees that no such damage, destruction or taking shall entitle him to a failure of consideration. In the event any part of said real estate is taken for public use, the portion of the compensation award remaining after the payment of reasonable expenses of pursuing the same shall be paid to the seller and applied as payment on the purchase price, however, should the seller elect to allow the purchaser to apply all or a portion of such compensation toward the replacement or restoration of any improvements damaged by such taking, the cost of damage or destruction from a peril incurred against the proceeds of such insurance, less the amount of the reasonable expense of pursuing the same, shall be devoted to the restoration or rehabilitation of such improvements in such a reasonable time unless purchaser elsewise shall proceed to pay to the seller the application on the purchase price as herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a general warranty of title in the form of standard form, or a commitment thereto issued by SAFECCO Title Insurance Company, waiving the date, amount, and full amount of liability thereunder against loss or damage by reason of defect in seller's title to said real estate as of the date of closing, also containing no exception 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 by the seller 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.

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and if such debt is in arrears, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made will be applied to the payments next falling due to seller under this contract.

Transferred in compliance with General Subdivision Ordinances

St. Helens County Assessor - Div.

St. Helens County Assessor - Div.

(2) The seller agrees upon receiving full payment of the purchase price and interest in the number above specified, to execute and deliver to purchaser a statutory warranty, subject to and until title 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 my personal action, the seller, and subject to the following:

Enseignants and restrictions of record.

(18) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing prior to return possession as long as payment of Rent in default hereunder. The purchaser covenants to keep the buildings and other improvements in an good repair without 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, rental or any construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date of purchase by the lessor.

(c) In case the purchaser fails to pay 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 or re-payment, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by law.

19. That it is the express intent of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may treat as delinquent all the purchase's rights whenever terminated, and upon his doing so, all payments made by the purchaser heretofore for principal improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to enter and sit in possession on 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 purchased 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 direction to bring it to enforce any covenant of this contract, including suit to collect any payment required thereunder, he 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.

1. the seller agrees to pay to the purchaser its reasonable expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such claim is commenced, which sum 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.

Patriot Jo. Murray
Frances Thompson
X with J. Murray
X Carol H. Murray

STATE OF WASHINGTON.

County of SKAMANIA

On the day personally appeared before me **JACK J. MURRAY, PATRICIA J. MURRAY, FRANCES THOMPSON,** and **EDWARD EICHNER**, to me known only by the individuals described in and who executed the within and foregoing instrument, and acknowledged that

free will and autonomy at all times.

RECEIVED
LIBRARY OF CONGRESS

NOTARY PUBLICS OR OTHERS MENTIONED

SENATOR MYRICK AND OFFICIAL STOLE THE BILLS.

1882-73

10 of April 1931

REFERENCES

Stevenson



SAFECO TITLE INSURANCE COMPANY

16

Filed for Record at Request of

NAME **TOWN** **EDUCATIONAL STATUS**

ADDRESS R. D. Box 401

CITY AND STATE Stevenson, IL 60501

THIS SPACE RESERVED FOR RECORDER'S USE	
STATE OF WASHINGTON) COUNTY OF SKAMANIA) 55	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<u>John C. Fife</u>	
OF <u>Skamania County</u>	
AT 11:30 A.M. <u>4-28-1981</u>	
WA. IMPRINTED IN BOOK <u>79</u>	
ON <u>Recd</u> 1 PAGE <u>649</u>	
RECORDS OF SKAMANIA COUNTY WASH.	
<u>Jean M. Marquardt</u>	
COUNTY AUDITOR	
<u>Ernestine Fife</u>) DEPUTY	