

93652

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 29th day of January, 1982

between William A. Sutton and Florence Irene Sutton, husband and wife

hereinafter called the "seller," and Donald J. Connors and Agnes I. Connors, husband and wife

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 West Half of Lot 3 of OREGON LUMBER COMPANY'S SUBDIVISION, according to the official plat thereof on file and of record at page 29 of Book A of Plats, records of Skamania County, Washington, in Section 14, Township 3 North, Range 9 East of the Willamette Meridian. ALSO BEGINNING at the point of intersection of the West line of the East Half of the said lot 3 with the South line of the County Road known and designated as the Jessup Road; thence South 280 feet; thence East 112 feet; thence North to the South line of said Jessup Road; thence Westerly along the South line of said Jessup Road to the point of beginning. SUBJECT TO: easement for ingress, egress and utilities over the West 30 feet as shown on Skamania County Assessor's map. SUBJECT TO: A Water Right, including the terms and provisions thereof, dated 7/30/08, recorded under Book E, Page 296, records of Skamania County, Wash. Affects: Blanket SUBJECT TO: Easement and the terms & conditions thereof: Recorded August 13, 1937, Recording No. 24534, Book Z, Page 382

The terms and conditions of this contract are as follows: The purchase price is ONE HUNDRED EIGHTY THOUSAND AND NO/100 (\$180,000.00) Dollars, of which FORTY THOUSAND AND NO/100 (\$40,000.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Payments of not less than SIXTEEN THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$16,800.00) per year, or more at purchasers option, commencing on the 22nd day of January, 1983 and continuing on the 22nd day of each January thereafter.

Total principal and interest owing shall be due and payable on or before January 22, 1986, which shall be the cash-out date.

Interest shall be 12% per annum commencing on the date of closing.

Should any payment required herein not be paid promptly when due, purchaser shall pay an additional \$2,000.00 late charge per each delinquent payment. Seller may, at sellers option, add the late charge to the principal balance owing.

SEE ADDENDUM ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT

SUTTON COMPANIES
3425-B American River Dr.
Sacramento, CA. 95825

TRANSACTION EXCISE TAX

JAN 28 1982
Amount Paid \$1800

All payments to be made hereunder shall be made at _____ or at such other place as the seller may direct in writing.

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied 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 any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency, and furnish proof of payment to seller.

(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 inspection 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 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 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 of 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 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 Commonwealth Land 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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 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:

1. Easement for ingress, egress and utilities over the West 30 feet as shown on Skamania County Assessor's map.
2. A Water Right, including the terms and provisions thereof, dated July 30, 1908, recorded under Book E, Page 296, records of Skamania County, Washington
3. Easement and the terms and conditions thereof, recorded August 13, 1937, recording no. 24534, Book Z, Page 382

(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 at his address last known to the seller.

(11) Upon the execution of this contract, the purchaser shall pay to the seller 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.

William A. Sutton
William A. Sutton

Donald J. Connors
Donald J. Connors

Florence Irene Sutton
Florence Irene Sutton

Agnes I. Connors
Agnes I. Connors

STATE OF WASHINGTON }
COUNTY OF } ss.

STATE OF WASHINGTON }
COUNTY OF } ss.

On this day personally appeared before me
William A. Sutton & Florence Irene
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

On this day of 19
before me, the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned and sworn, personally appeared

and
to me known to be the President and Secretary,
respectively, of
the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corpora-
tion, for the uses and purposes therein mentioned, and on oath stated that
authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first
above written.

GIVEN under my hand and official seal this
20 day of January, 19 82

Doris Peterson Gibson
Notary Public in and for the State of Wash-
Calif. residing at Vacaville, Calif.

Notary Public in and for the State of Washington,
residing at



COMMONWEALTH LAND
TITLE INSURANCE COMPANY
Philadelphia, Pennsylvania

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name *Clark County Title*
Address *PO Box 1308*
City, State, Zip *TACOMA WA 98406*

THIS SPACE PROVIDED FOR RECORDER'S USE:

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF DEED BY
Clark Co Title Co
OF *Tacoma, Wa*
AT *11:30* 1-28-82
WA 82
OF *Book* 825
RECORDED
Gary M. Olson
E. M. Olson



ROLL 282.1
DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS
MARRIAGE APPLICATIONS

ADDENDUM TO REAL ESTATE CONTRACT OF SALE DATED January 20, 1982,
 BETWEEN WILLIAM A. SUTTON & FLORENCE IRENE SUTTON, husband & wife AS SELLERS
 AND DONALD J. CONNERS & AGNES I. CONNERS, husband and wife AS PURCHASERS
 WHICH IS ATTACHED AND INCORPORATED INTO THE TERMS AND PROVISIONS THEREOF.

Purchaser agrees to pay a one-year insurance premium in advance at time of closing and furnish proof of same to the Seller herein.

Purchaser agrees to assume responsibility to pay any prepayment charges which may be levied against Seller by underlying mortgagee N/A.

Notwithstanding the aforementioned payment schedule, the entire unpaid principal balance, together with accrued interest due thereon, shall be due and payable on or before January 8, 1986.

93652 All payments are due on the 22nd day of each and every January month. If not received within XXXXXXXXXXXXXXXXXXXX days from date payment is due, a late charge of \$2,000.00 ~~per cent (xxx%) of the monthly payment~~ is to be included with the payment. If the late charge is not included with the regular ~~monthly~~ annual payment, the Seller reserves the right to assess said amount to the unpaid principal balance.

Purchaser shall not assign, sell, mortgage, or encumber the real property herein without the express written consent of the Seller having been first obtained.** Any such sale, assignment, or encumbrance shall be deemed to increase the risk of the Seller. In the event Seller, at its sole option, consents to sale, assignment, or encumbrance by the Purchaser, Seller reserves the right to increase the rate of interest on said contract, not to exceed the then legal rate to compensate for such increased risk. Such increase in interest shall entitle Seller to increase the monthly payments on the contract so as to retire the obligation within the original stipulated time. If for any reason said Purchaser does purport to assign said contract right without such written consent of the Seller, said Seller may elect to declare all of the Purchaser's rights hereunder terminated and all of the payments and improvements forfeited. **Said consent shall not be unreasonable withheld.

In the event that the Purchaser shall fail to make payments as provided herein and the Seller needs to employ the services of an attorney for preparation and service of notices, demands, or correspondence in connection with said delinquency, the Purchaser shall pay to Seller the reasonable expense incurred by said Seller in employing said attorney. It is further agreed that in any suit or action to enforce any covenant of this contract or collect any installment payment or any charge therefrom, the prevailing party shall be entitled to a reasonable sum as attorney's fees, all costs and expenses of searching records, obtaining title reports, and costs of said suit, which sums shall be included in any judgment or decree entered in such suit.

If Purchaser rents the property, and defaults in payment hereunder, and Seller has given notice of intention to declare a forfeiture of the contract, failure of the Purchaser to cure the default shall constitute an assignment of rents, and Seller may collect such rents directly from the renter.

Paragraph Nine (9) of the attached 1964-a form is hereby extended to include the following terms and shall become a part of said paragraph Nine: the entire contract will bear interest at the rate of Twelve per cent (12 %) if Purchaser is ever in default on the ~~monthly~~ annual payments.

Paragraph Ten (10) of the attached 1964-a form is hereby extended to include the following terms and shall become a part of said paragraph Ten: a thirty-day (30) notice of intent to declare a forfeiture shall be made by Seller in writing. Within the 30-day period, Purchaser shall have the right to cure the default and forfeiture as specified in the notice. Seller shall have the right to accelerate all payments due under this contract thirty (30) days after notice of intent to declare a forfeiture has been mailed to Purchaser. Purchaser shall not be reinstated, however, until Purchaser has paid to Seller all reasonable and necessary expenses that Seller has incurred in the declaration and service of such notice, including a reasonable attorney's fee.

Purchaser and Seller herein hereby acknowledge that they have read, received a copy, and understand the terms and conditions of this additional agreement and hereby agree to accept said terms and provisions.

William A. Sutton
 William A. Sutton

Donald J. Connors
 Donald J. Connors

Florence Irene Sutton
 Florence Irene Sutton

Agnes I. Connors
 Agnes I. Connors