

REAL ESTATE CONTRACT LINE 80 PA - 84/

THIS CONTRACT, made and entered into this 9th day of Diecember 1981 Patrick S. and Lenette L. Connolly, husband and wife

hereinafter called the "seller," and Sandra Matney, a single person

hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchase, and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in County, State of Washington: Skamania

Legal Description: The North 660' of the West 990' of the North Half of the South West Quarter (N2 SW4) of Section 19, Township 2 North,

Range 5 E.W. I. Except the West 660' there of. Short Plat Recorded in Skaminia County, Washington

File NO. 92438 Vol. 2 Pg. 215-A

Together with:

60' road easement over and across the South West Ortr. (N2 SW14) of Section 19, Township 2 North, Range 5 I E.W. M. Except the

West 610' there of.

The terms and conditions of this contract are as follows: The purchase price is Eleven thousand, six hundred and IS 11,600,00 ) Doll ---, at which no/100----

been paid, the receipt whereof is ficrely, acknowledged, and the balance of said purchase price shall be paid as follows.

One hundred and fifty and no/100-

or more at purchaser's option, on or before the First (1) day of January

. 1982 ) Dollars,

) Dollars

· Dollars have

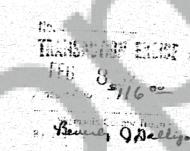
or more at purchaser's option, on or before the Pinst (1) day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further a rest to pay interest on the diminishing balance of said purchase price at the

rate of Two Ive (124) per cent per annum from the 1st which interest shall be deducted from each installment payment and the balan day of January
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

Riverview Savings and Loan Association 700 NE 4th Ave.

Camas, Washington 93607



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

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between 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 delinquency.
- (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 a catual cash value, thereof against loss or damage by both tire and windstorm in a company acceptable to the seller and for the seller's nefit, 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 saller 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 process's 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, critesis purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

15) 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 SAFECO 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 reptions appearing it said policy form,
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to witch the contravance hereunder is to be
- 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 decreed 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 perchasing 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.

93673

LIVE 80 PA - 842 in the manner above specified, to execute and deliver to

17) The seller agrees, upon receiving full payment of the purchase price and interest

purchaser a statutory warranty 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:

Easement as recorded at Pages 215-A of Book 2

(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 rerain possession so long as purchaser is not in default hereunder. The runchaser 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 or, 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 nurchaser is entitled to nossession. 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 annual 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 inglit have by reason of such default.

110) 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 line 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; all 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 demants, notices or other papers with respect to forfeithire 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 centract, including suit to collect any payment reduced hereunder, the purchaser agrees to pay a reasonable suin 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 it 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 suin as attorney's fees and of costs and expenses in connection with such suit, and also the reasonable cost of searching revords 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.

Latrice S. Connolly (SEAL)

Samue J. Wather (SEAL)

STATE OF WASHINGTON,

On this day personally appleared before me Patrick St Live the L. Connolly + Sindra Matney

on to be the individual 5 described in and who executed the within and foregoing instrument, and ack

signed the same as Thech

free and voluntary act and deed

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of Aleccious him, 1981

Acros da Q. Free in an Antary Public in and for the State of Washington residing at Religious Col Win

185104 1 NOTARY

SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME Sandra L. Matney

ADDRESS 826 NW Greeley

CITY AND STATE Camas Wa. 98607

HIS SPACE RESERVED FOR RECORDER'S USE

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