

93718

REAL ESTATE CONTRACT

This Contract, made and entered into this th 29 day of January, 1982, by and between GEORGE F. CHRISTENSEN, JR. and LYDIA ANN CHRISTENSEN, husband and wife, and SAM G. MELONAS and RITA MELONAS, husband and wife, hereinafter called the "sellers", and MICHAEL H. GROSSIE and DEBRA K. GROSSIE, husband and wife, hereinafter called the "purchasers", WITNESSETH:

The sellers agree to sell to the purchasers, and the purchasers agree to buy of the sellers, the following described real estate, with the appurtenances thereon, situated in Skamania County, Washington:

A tract of land located in Section 2, Township 2 North, Range 7 East of the Willamette Meridian described as follows:

LOT 2 of the GEORGE CHRISTENSEN-SAM MELONAS SHORT PLAT, recorded May 15, 1980 in Book T of Short Plats at Page 18 under Auditor's File No. 90764, records of Skamania County, Washington.

EXCEPT that portion deducted for public road by instrument recorded May 30, 1979 under Auditor's File No. 88662.

SUBJECT to the easements and encumbrances of record as disclosed by that certain Commitment for Title Insurance issued by Safeco Title Insurance Company, the effective date being January 5, 1982 at 8:00 A.M. and identified as No. SK-12578, a copy of which is marked Exhibit A, attached hereto, specifically referred to, and by this reference incorporated herein.

The terms and conditions of this contract are:

The Purchase price is TWELVE THOUSAND DOLLARS (\$12,000.00), of which FIVE HUNDRED DOLLARS (\$500.00) has been paid in the form of earnest money, the receipt of which is hereby acknowledged, and the balance of ELEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$11,500.00) shall be paid as follows:

- A. ONE THOUSAND DOLLARS (\$1,000.00) in cash on date of closing; and
- B. The balance of TEN THOUSAND, FIVE HUNDRED DOLLARS (\$10,500.00) shall be paid in monthly installments of \$212.91, or more, the first of said installments to be made thirty (30) days after date of closing, with each subsequent payment to be made on or before the 15th day of each and every month thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at the rate of 8% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal.

70 80 884

1. Purchaser is entitled to physical possession of the premises on Feb 2, 1982.

2. Purchasers agree to pay before delinquency all taxes and assessments which may, as between sellers and purchasers, hereafter become a lien on the real estate and purchasers agree to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to sellers and for the benefit of the sellers or purchasers as their interests may appear, and to pay all premiums therefor until the purchase price is fully paid, and to deliver to sellers the insurance policies, renewal and premium receipts.

3. Purchasers also agree to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agree to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agree not to use the premises or any part thereof for any illegal purpose.

4. In the event that the purchasers shall fail to make any payment hereinbefore provided, the sellers may pay such taxes or assessments and effect such insurance, and any amount so paid by the sellers shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 12% per annum until paid, without prejudice to any other rights of sellers by reason of such failure.

5. Purchasers agree that a full inspection of the premises has been made and that neither the sellers nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

6. The sellers have procured a purchaser's policy of title insurance, insuring the purchasers to the full amount of the purchase price against loss or damage by reason of defect in the title of the sellers

to the real estate herein described or by reason of prior liens not assumed by the purchasers in this contract.

7. Sellers agree, upon full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchasers a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the sellers.

8. TIME IS OF THE ESSENCE OF THIS AGREEMENT. If purchasers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchasers' rights hereunder terminated, and upon their doing so all payments made by the purchasers hereunder and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: P.O. Box 723, Carson, Washington, or at such other address as the purchasers shall indicate to the sellers in writing. If the seller, within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchasers' rights under this contract, the purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Or the sellers may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the sellers and repayable by the purchasers, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchasers, are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the sellers of any default on the part of the purchasers

9. Acceleration Clause: If purchasers shall fail to make any payments hereunder the sellers shall have a right, in addition to any and all other rights hereunder, to declare the entire unpaid balance due and owing and, in the event there is a dispute as to the performance of any of the terms or covenants of this contract the prevailing party shall be entitled to attorney's fees and costs.

The payments called for herein are to be made to George Christensen, Jr. at Stevenson, WA 98648.

SELLERS:

STATE OF WASHINGTON)
) ss.
County of Skamania)

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BOOK 80 PAGE 887

GIVEN under my hand and seal this 2nd day of February, 1982.

Shirley A. Little
Notary Public in and for the State of
Washington, residing at Stevenson

STATE OF WASHINGTON)
County of Skamania) ss.

THIS IS TO CERTIFY that on this 2nd day of February, 1982, personally appeared before me SAM G. MELONAS and RITA MELONAS, his wife, to me known to be the persons named in and who executed the 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 seal this 2nd day of February, 1982.

Shirley A. Little
Notary Public in and for the State of
Washington, residing at Stevenson

STATE OF WASHINGTON)
County of Skamania) ss.

THIS IS TO CERTIFY that on this 2nd day of February, 1982, personally appeared before me MICHAEL H. GROSSIE and DEBRA K. GROSSIE, husband and wife, to me known to be the persons named in and who executed the 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 seal this 2nd day of February, 1982.

Shirley A. Little
Notary Public in and for the State of
Washington, residing at Stevenson

AGENT FOR

EXHIBIT "A"



SKAMANIA COUNTY TITLE COMPANY

P.O. BOX 272, STEVENSON, WA 98648 TELEPHONE (509) 477-4641

004 80 PAGE 888

COMMITMENT FOR TITLE INSURANCE

Issued by

SAFECO TITLE INSURANCE COMPANY

SAFECO Title Insurance Company, a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

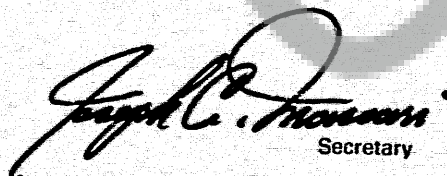
This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent indorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

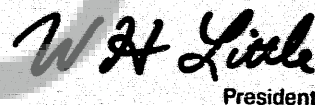
In the event the proposed Insured fails to acquire the estate, interest or mortgage, contemplated by this Commitment, a fee will be charged on cancellation of this Commitment, pursuant to the filed rate schedule.

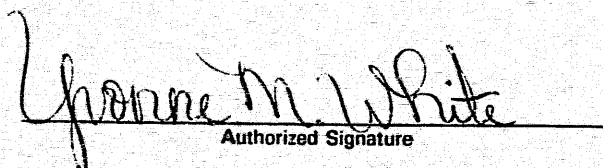
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, SAFECO Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.


Secretary




President


Authorized Signature

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: THE LANGUAGE CONTAINED IN THE PRINTED EXCLUSIONS FROM COVERAGE AND CONDITIONS AND STIPULATIONS OF THE POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date: JANUARY 5, 1982 AT 8:00 A.M.

Your:

2. Policy or Policies to be issued:

Our No.: SK-12578

☒ ALTA Owner's Policy
☒ Standard ☐ Extended

Proposed insured:

Amount: \$ 12,000.00
 Premium: \$ 90.00
 Tax: \$ 5.40

MICHAEL H. GROSSIE AND DEBRA K. GROSSIE, HUSBAND AND WIFE;

☐ ALTA Loan Policy
 Proposed Insured:

Amount: \$
 Premium: \$
 Tax: \$

☐ WLTA Standard Coverage Policy
 Proposed Insured:

Amount: \$
 Premium: \$
 Tax: \$

3. The estate or interest in the land described or referred to in the Commitment and covered herein is:

A FEE;

4. Title to the FEE

land is at the effective date hereof vested in:

estate or interest in said

GEORGE F. CHRISTENSEN, JR. AND SAM G. MELONAS, PRESUMPTIVELY SUBJECT TO
 THE COMMUNITY INTERESTS OF THEIR RESPECTIVE WIVES, LYDIA ANN CHRISTENSEN
 AND RITA MELONAS;

5. The land referred to in this Commitment is in the State of Washington, County of SKAMANIA and is described as follows:

A TRACT OF LAND LOCATED IN SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE
 WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

LOT 2 OF THE GEORGE CHRISTENSEN-SAM MELONAS SHORT PLAT, RECORDED MAY 15, 1980
 IN BOOK T OF SHORT PLATS AT PAGE 18 UNDER AUDITOR'S FILE NO. 90764, RECORDS OF
 SKAMANIA COUNTY, WASHINGTON.

EXCEPT THAT PORTION DEDICATED FOR PUBLIC ROAD BY INSTRUMENT RECORDED MAY 30,
 1979 UNDER AUDITOR'S FILE NO. 88662.



SAFECO TITLE INSURANCE COMPANY

Order No. SK-12578

COMMITMENT FOR TITLE INSURANCE

~~BOOK~~ 80 PAGE 891

SCHEDULE B

I. The following are the requirements to be complied with:

A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

B. Any policy issued pursuant hereto will contain under Schedule B the standard exceptions as set forth and identified as to type of policy on the inside of the back cover hereof.

C. SPECIAL EXCEPTIONS:

1. GENERAL TAXES FOR THE YEAR 1982, NOT PAYABLE UNTIL FEBRUARY 15, 1982, IN AN AMOUNT NOT YET AVAILABLE FROM THE TREASURER'S OFFICE.
AFFECTS : LOT 2 AND OTHER PROPERTY.
TAX LOT NO. : 2-72-200

2. LIEN OF REAL ESTATE EXCISE SALES TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.

3. THE EFFECT OF THE MUNICIPAL ORDINANCES OF THE TOWN OF STEVENSON IMPOSING SEWER AND WATER ASSESSMENT'S AND HOOKUP FEES, IF APPLICABLE.

4. EASEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, AS DISCLOSED BY INSTRUMENT
RECORDED : MAY 15, 1980
RECORDING NO. : 90764 BOOK T SHORT PLATS PAGE 18 I & J
RECORDS OF : SKAMANIA COUNTY, WASHINGTON
FOR : 60 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES
AFFECTS : THE EAST 30 FEET OF A PORTION OF LOT 2

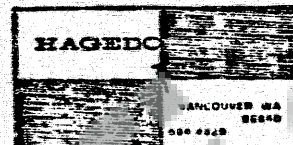
5. SURVEY RECORDED JULY 14, 1980 IN BOOK 1 OF SURVEYS AT PAGE 242, UNDER AUDITOR'S FILE NO. 90963.

YMW:YMW

ROLL 282.4
DAILY RECORDINGS
MARRIAGE APPLICATIONS
BOARD OF COUNTY COMMISSIONERS

BOOK 7 PAGE 18

REGISTERED
LAND
SURVEYORS
OF
OREGON
AND
WASHINGTON



SUBDIVISIONS
CONSTRUCTION
AND ROAD LAYOUT
BOUNDARIES
TOPOGRAPHY
CONTROL
LEVELS

May 24, 1979

LEGAL DESCRIPTION
FOR
CHRISTENSEN and MLLONAS
SHORT PLAT #1

LOT 2:

A portion of the Felix G. Iman Donation Land Claim in Section 2,
Township 2 North, Range 7 East, Willamette Meridian, Skamania
County, Washington, described as follows:

BEGINNING at a Skamania County brass cap at the Northeast
corner of said Section 2; thence South 89° 33' 55" West,
330.00 feet to the TRUE POINT OF BEGINNING; thence South
00° 02' 34" East, 231.00 feet;

THENCE South 89° 33' 55" West, 51.00 feet;

THENCE South 05° 35' 00" East, 221.52 feet to the centerline
of a 60 foot road easement;

THENCE following said centerline South 67° 20' 00" West,
139.00 feet;

THENCE leaving said centerline North 07° 00' 00" West,
506.12 feet to the North line of said Section 2;

THENCE North 89° 33' 55" East, 29.72 feet to the TRUE
POINT OF BEGINNING;

Containing 1.77 acres more or less;

SUBJECT TO easements and restrictions of record;

X TOGETHER WITH AND SUBJECT TO a 60 foot easement for ingress,
egress and utilities, the centerline of which is described as follows:

ROLL 282.4
DAILY RECORDINGS
MARRIAGE APPLICATIONS
BOARD OF COUNTY COMMISSIONERS

PAGE 15

SECTION
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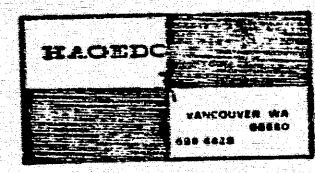
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REGISTERED
LAND
SURVEYORS
—
OREGON
AND
WASHINGTON



SUBDIVISIONS
CONSTRUCTION
AND ROAD LAYOUT
BOUNDARIES
TOPOGRAPHY
CONTROL
LEGALS

REGISTERED
LAND
SURVEYORS
—
OREGON
AND
WASHINGTON

BOOK 7 PAGE 15

May 24, 1979

Legal description for Christensen and Melonas
Short Plat #2

LOT 2: (continued)

BEGINNING at a point on the North line of Section 2.
South 89° 33' 55" East, 339.00 feet to the Northeast
corner thereof; thence South 91° 02' 34" East, 231.00 feet;
thence North 89° 33' 55" East, 162.73 feet to the West
right-of-way line of the Iman County Road; thence
South 23° 00' 27" East along said West right-of-way line,
125.60 feet to the TRUE POINT OF BEGINNING of said easement
centerline; thence South 67° 20' 00" West, 541.83 feet to
the terminus of said easement centerline.

LOT 3:

A portion of
Township 2 N
Washington, 6

BEGINNING
at said
to the
506.12
South 6:

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126.00

Containing 1

SUBJECT TO

TOGETHER WITH
and utilities.

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