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REAL ESTATE CONTRACT

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SK-12413
3-10-23 102THIS CONTRACT, made and entered into this 31st day of March, 1982,
between DENNIS E. HILL and CAROLYN J. HILL, husband and wife,hereinafter called the "seller," and ROBERT E. CONSTANT and BRENDA S. CONSTANT, 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:Lot 2 of the Revised E. R. Sooter Short Plat on file and of record in Book 2 of Short
Plats, at page 115; records of Skamania County, Washington.

TOGETHER WITH 1977 24 x 56 Corinthian Mobile Home, I. D. # 93214

The terms and conditions of this contract are as follows: The purchase price is FORTY-EIGHT THOUSAND
TEN THOUSAND (\$48,000.00) Dollars, of which
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: 10,000.00 Dollars have

FOR TERMS AND CONDITIONS SEE SCHEDULE "A" ATTACHED HERETO

BPP 6-1032
#243.30 plus
4236 sq. mobile home
Skamania County, WA
by William J. Constant, Jr.All payments to be made hereunder shall be made at office of Joseph L. Udall, 70 N. E. Estes, P. O. Box 425,
or at such other place as the seller may direct in writing. White Salmon, WA 98672As referred to in this contract, "date of closing" shall be March 31, 1982(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may arise between grantor
and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed pay-
ment of any mortgage, deed of trust, 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 the actual cash value thereof against loss or damage by both fire and windstorm in a company accept-
able 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 agree-
ment 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 here-
after 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 from 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 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:

- 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 obliga-
tion, 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.

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(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, deed of trust 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 of fulfillment 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:

(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, 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 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 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.

DENNIS E. HILL (SEAL)

CAROLYN J. HILL (SEAL)

ROBERT E. CONSTANT (SEAL)

BRENDA S. CONSTANT (SEAL)

STATE OF WASHINGTON

County of King

On this day personally appeared before me

to me known to be the individuals

they

signed the same as

their

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of March, 1982.

WHEN RECORDED, RETURN TO

JOSEPH L. UDALL, Attorney at Law
P. O. Box 425
White Salmon, Washington 98672



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 425

CITY AND STATE White Salmon, WA 98672

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF KING
I HEREBY CERTIFY
NOTARY PUBLIC
KIMMUNA COUNTY OKLA CO
OF STAVENSON WA
AT 2:00 P April 6 1982
WV (ack 01)
D. Dech (ack 43)
RECORDED
M. Olson
FOR
JERRY

SCHEDULE "A"

The balance of said purchase price, to-wit: \$38,000.00 shall be paid as follows: \$6,000.00 shall be paid on the principal balance plus interest at 12% per annum on or before one (1) year from the date of closing of this contract.

Purchasers further agree to assume and pay in full and abide by all its terms and conditions the underlying existing contract between Sellers and Sherwood and Roberts, Inc. in the principal amount of \$15,870.74 which contract calls for a monthly payment of \$225.00 per month including interest at 12% per annum.

The remaining balance of \$16,129.26 shall be paid to Sellers at the rate of \$175.00, or more at Purchasers' option, first payment to be made on or before the 1st day of May, 1982, and \$175.00, or more at Purchasers' option on the 1st day of each and every month thereafter until the full balance shall have been paid both principal and interest.

In the event the contract with Sherwood and Roberts, Inc., is not assumable on its present terms and conditions, by Purchasers then Sellers shall carry the contract and Purchasers shall pay to Sellers the sum of \$225.00 in addition to the other sums specified above and such monthly payments shall begin on or before the 1st day of May, 1982, and shall continue on the 1st day of each and every month thereafter until the full amount of the contract, both principal and interest shall have been paid.

The Purchasers further agree to pay interest on the diminishing balance of said purchase price at the rates specified above from the 1st day of April, 1982, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Purchasers further agree to pay the full principal balance on or before five (5) years from the date of closing on that portion carried by the Sellers.

Purchasers further agree to place a signed Quitclaim Deed with the escrow agent to be exercised by Sellers in the event two (2) monthly payments are in arrears and not paid in full by the due date of the third payment.