

93921

REAL ESTATE CONTRACT

PAGE 121

THIS CONTRACT, made and entered into this 4th day of May, 1982

between SIMPSON TRUST, ALTHEA M. SIMPSON, TRUSTEE,
DALE N. HAAKONSTAD AND PHYL Y. HAAKONSTAD, H&W;
hereinafter called the "seller," and STEVEN J. HAAKONSTAD AND LINDA K. HAAKONSTAD, H&W; AND
hereinafter called the "purchaser," GARY W. PHILLIPS AND SUSAN L. PHILLIPS, H&W.

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:

SEE LEGAL DESCRIPTION ATTACHED



The terms and conditions of this contract are as follows: The purchase price is THIRTY THOUSAND AND NO/100 (\$ 30,000.00) Dollars, of which FIVE THOUSAND AND NO/100 (\$ 5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE THOUSAND AND NO/100 (\$ 3,000.00) Dollars, or more at purchaser's option, on or before the 30th day of April 1983

and THREE THOUSAND AND NO/100 (\$ 3,000.00) Dollars, or more at purchaser's option, on or before the SAME day of each succeeding calendar year until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 12 per cent per annum from the 30th day of April 1982

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 15708 S.E. 3rd Street, Vancouver, WA 98664 or at such other place as the seller may direct in writing.

Subject to the restriction that no property released herefrom shall impair the remaining property balance security interest herein, and that any real property so released shall be geographically contingent and shall comply with all local and Washington State real property subdivision laws, the seller herein agrees to grant partial fulfillment deed releases of this contract of the purchaser's choice in exchange for the receipt of Five Hundred and No/100 Dollars for each one acre released, which shall be applied at the time of release as additional principal payment to the payment schedule described herein.

In any event, this contract to be paid in full on or before April 30, 1992.

As referred to in this contract, "date of closing" shall be May 4, 1982

(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 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 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 effects 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 a 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:

Subject to easements, restrictions and reservations of record.
AND:

Encroachment, if any, of a tract of land containing 1.12 acres, more or less, conveyed to the State of Washington for highway purposes by Deed dated February 16, 1950, and recorded March 15, 1950, at page 8 of book 33 of Deeds, under Auditor's File No. 40485, records of Skamania County, Washington.

(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 12 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 to 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 sum 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.

Linda K. Haakonstad
Linda K. Haakonstad

Gary W. Phillips
Gary W. Phillips

Susan L. Phillips
Susan L. Phillips

STATE OF WASHINGTON

County of Clark

ss.

Althea M. Simpson (SEAL)
Simpson Trust, Althea M. Simpson, Trustee

Dale N. Haakonstad (SEAL)
Dale N. Haakonstad

Phyllis K. Haakonstad (SEAL)
Phyllis K. Haakonstad

Steven J. Haakonstad (SEAL)
Steven J. Haakonstad

On this day personally appeared before me Althea M. Simpson

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of May, 1992

Carline Jarvis
Notary Public in and for the State of Washington

residing at Vancouver

\$312.00

William J. Cornwall Jr.

SENTRY GUARANTEE & ESCROW, INC.

THIS SPACE RESERVED FOR RECORDER'S USE

Escrow No. 3133

Filed for Record at Request of

NAME Sentry Guarantee & Escrow, Inc.

ADDRESS P.O. Box 1840

CITY AND STATE Vancouver, WA 98668

COPIES	SS
FILED	THE WITHIN
<u>Shirley Co. Lutter Co.</u>	
<u>Stinson Co.</u>	
2.10	5.5
81	82
Recd	121
<u>Steph. Alford</u>	
<u>E. M. M. M.</u>	

A TRACT OF LAND IN SECTION 36, TOWNSHIP 3 NORTH, RANGE 8, AND IN SECTION 31, TOWNSHIP 3 NORTH, RANGE 8, E.W.M., BEING A PART OF THE JAMES M. FINDLEY DONATION LAND CLAIM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF COLLINS CREEK WHICH BEARS NORTH 88° 26' 58" WEST ALONG THE NORTH LINE OF THE SAID FINDLEY DONATION LAND CLAIM, A DISTANCE OF 490 FEET, MORE OR LESS, FROM A BRASS CAP MARKING THE NORTHEAST CORNER OF SAID FINDLEY DONATION LAND CLAIM; THENCE NORTH 88° 26' 58" WEST TRACING THE NORTH LINE OF SAID FINDLEY DONATION LAND CLAIM A DISTANCE OF 1,735 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF BERGEN ROAD; THENCE SOUTHERLY TRACING THE CENTER LINE OF SAID BERGEN ROAD, A DISTANCE OF 1,550 FEET, MORE OR LESS, TO A POINT WHICH IS 1,510 FEET SOUTH OF THE NORTH LINE OF SAID FINDLEY DONATION LAND CLAIM WHEN MEASURED AT RIGHT ANGLES THERETO;

THENCE SOUTH 88° 26' 58" EAST PARALLEL WITH THE NORTH LINE OF SAID FINDLEY DONATION LAND CLAIM, A DISTANCE OF 1,670 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO GLEN E. KIDNER AND LILLIAN KIDNER, HUSBAND AND WIFE, BY DEED DATED MAY 15, 1964, AND RECORDED MAY 21, 1964, AT PAGE 499 OF BOOK 52 OF DEEDS, UNDER AUDITOR'S FILE NO. 63289, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE NORTHERLY ALONG SAID WEST LINE 120 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID KIDNER TRACT 250 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF SAID COLLINS CREEK; THENCE NORTHERLY TRACING SAID CENTER LINE UPSTREAM, A DISTANCE OF 1,545 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND IN SECTION 36, TOWNSHIP 3 NORTH, RANGE 8, AND IN SECTION 31, TOWNSHIP 3 NORTH, RANGE 8, E.W.M., BEING A PART OF THE JAMES M. FINDLEY DONATION LAND CLAIM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF COLLINS CREEK WHICH BEARS NORTH 88° 26' 58" WEST ALONG THE NORTH LINE OF THE SAID FINDLEY DONATION LAND CLAIM A DISTANCE OF 490 FEET, MORE OR LESS, FROM A BRASS CAP MARKING THE NORTHEAST CORNER OF SAID FINDLEY DONATION LAND CLAIM; THENCE NORTH 88° 26' 58" WEST TRACING THE NORTH LINE OF SAID FINDLEY DONATION LAND CLAIM A DISTANCE OF 1,735 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF BERGEN ROAD; THENCE SOUTHERLY TRACING THE CENTER LINE OF SAID BERGEN ROAD A DISTANCE OF 1,550 FEET, MORE OR LESS, TO A POINT WHICH IS 1,510 FEET SOUTH OF THE NORTH LINE OF THE SAID FINDLEY DONATION LAND CLAIM WHEN MEASURED AT RIGHT ANGLES THERETO, SAID POINT BEING THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE SOUTH 88° 26' 58" EAST PARALLEL WITH THE NORTH LINE OF SAID FINDLEY DONATION LAND CLAIM A DISTANCE OF 1,670 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO GLEN E. KIDNER AND LILLIAN KIDNER, HUSBAND AND WIFE, BY DEED DATED MAY 15, 1964, AND RECORDED MAY 21, 1964 AT PAGE 499 OF BOOK 52 OF DEEDS, UNDER AUDITOR'S FILE NO. 63289, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE SOUTHERLY ALONG SAID WEST LINE 149 FEET; THENCE WEST 32° 30' EAST 600 FEET, MORE OR LESS, TO THE CENTER LINE OF PRIMARY STATE HIGHWAY NO. 8; THENCE FOLLOWING THE CENTER LINE OF SAID HIGHWAY WESTERLY TO ITS INTERSECTION WITH THE CENTER LINE OF BERGEN ROAD AFORESAID; THENCE FOLLOWING THE CENTER LINE OF BERGEN ROAD IN A NORTHEASTERLY DIRECTION TO THE INITIAL POINT.