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REAL ESTATE CONTRACT

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This CONTRACT FOR THE SALE OF LAND executed this date between JOSEPH WOLFE and EVELYN T. WOLFE, husband and wife, hereinafter referred to as "Seller", and NORMA R. EBERT, a widow, and RICHARD C. EBERT, an unmarried man, hereinafter referred to as "Purchaser",

W I T N E S S E T H

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller, the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania
County, State of Washington:

A tract of land located in the West half of the South-west quarter of the Southeast quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian described as follows:

Meridian described as follows:
 Lot 1 of the Joseph Wolfe Short Plat recorded in Book
 2 of Short Plats, at page 206, under Auditor's File
 No. 92317, recorded April 16, 1981, records of
 Skamania County, Washington.

SUBJECT TO covenants, conditions and restrictions contained in instrument bearing date of May 25, 1973 and recorded in Book 65 of Deeds, page 817, under Auditor's File No. 76773, records of said County.

SUBJECT: FURTHER TO easements for electric transmission lines and County roads as reflected in instrument recorded under Auditor's File Nos. 33813 and 78168, records of Skamania County, Washington.

SUBJECT FURTHER TO a perpetual easement for water line and water system purposes, 10 ft. in width, lying 5 feet on either side of the existing water line extending from the spring in the Southeast corner of the above described property in a Northerly direction to the North line of the above described tract, which Grantors reserve for themselves and their successors in interest to Lot 3 of said Short Plat and which shall be appurtenant to said Lot 3.

8202.80

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of NINETEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$19,500.00), of which Purchaser has paid to Seller the sum of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) upon the execution

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MILLER & LAHMANN
ATTORNEYS AT LAW
335 N.E. 5TH AVE.
CAMAS, WASHINGTON 98607
AREA CODE 206—TELEPHONE 834-3502

of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price, in the sum of \$10,500.00, shall be due and payable in monthly installments of ONE HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$158.00), or more at Purchaser's option, commencing on June 15, 1982, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from May 15, 1982, at the rate of twelve percent (12%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month and the balance credited to the principal.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1981. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Such real property taxes for the current year shall be prorated between the parties as of May 15, 1982.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on May 15, 1982 and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided,

or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. ADDITIONAL COVENANTS:

(a) Seller shall furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

(b) It is acknowledged that Seller is presently purchasing the within property by executory real estate contract from John N. Skimas, et ux, and Seller covenants to make all payments required thereby to the end that the property will be conveyed upon the final payment and performance of this contract free of the lien of such prior contract. If Seller shall neglect any such payment, then Purchaser is privileged to make the same in order to protect his interest in the property, and any sums so paid thereby shall be credited upon the monthly installments next coming due pursuant to this contract.

(c) Purchaser acknowledges that there is a dispute with the property owners immediately South of the property herein conveyed as to the exact location of the South line of the within property and further acknowledges that an adjustment has been made in the purchase price of the within property to compensate Purchaser for such condition. Such adjustment in purchase price shall constitute a complete accord and satisfaction between the parties hereto as to any question concerning such boundary location.

(d) It is acknowledged that the spring and water system located in the Southeast corner of the property sold hereby serves the within property and property retained by Seller and described as Lot 3 of the above referenced short plat with domestic water. Each party shall maintain and repair the water line leading from their respective residences to such spring and the parties shall equally bear the cost of repairing and maintaining the storage tank and water system equipment located at the spring. Purchaser and Purchaser's successors in interest shall pay the total electrical charges for the pump and related equipment at the spring.

provided however, if Purchaser or Purchaser's successors in interest shall discontinue use of the water from the spring, then the obligation to pay the electrical charges herein shall terminate. Both parties agree to use the water for reasonable domestic purposes only and further agree that such water system shall be extended to no other properties nor to more than one residence situated upon each of the properties.

(e) It is acknowledged that a barn has been constructed which straddles the North line of the property herein sold and the South line of property retained by Seller. Such barn shall remain the property of Seller and, if the barn has not been removed from the property herein sold within six (6) months from May 15, 1982, then Purchaser shall be privileged, after ten (10) days written notice to Seller, to remove such portion of the barn as encroaches upon the property sold hereby.

IN WITNESS WHEREOF, the parties have executed this instrument this 14th day of May, 1982.

Joseph Wolfe
Joseph Wolfe

Norma R. Ebert
Norma R. Ebert

Evelyn T. Wolfe
Evelyn T. Wolfe

Richard C. Ebert
Richard C. Ebert

S E L L E R

P U R C H A S E R

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me JOSEPH WOLFE, EVELYN T. WOLFE, NORMA R. EBERT and RICHARD C. EBERT, to me known to be the individuals 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.

GIVEN under my hand and official seal this 14th day of May, 1982.

William H. Helms
Notary Public in and for the State
of Washington,
Residing at Washougal

C O N S E N T

The undersigned JOHN N. SKIMAS and JOANNE M. SKIMAS, husband and wife, the sellers under that certain real estate contract referenced in Paragraph 6(b), which contract bears date of May 25, 1973, and is recorded under Book 65 of Deeds, page 817, records of Skamania County, Washington, hereby consent to the within transaction and sale by the above named sellers.

DATED this 15 day of May, 1982.

John N. Skimas
JOHN N. SKIMAS
ATTORNEY AT LAW
1111 1/2 AVENUE
AMES, WASHINGTON 98607
PHONE 834 3502

Joanne M. Skimas
Joanne M. Skimas