



#94197

REAL ESTATE CONTRACT
(FORM A-1964)

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THIS CONTRACT, made and entered into this 31st day of May, 1982, between DAVID E. THOMAS, and DENA N. THOMAS, husband and wife, hereinafter called the "seller," and DOUGLAS A. FREIMARCK, SR., a married man, acquiring subject real estate as his separate property, 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:

SEE ATTACHED LEGAL DESCRIPTION



TRANSACTION NUMBER

JUN 1 1982

SUN 10639 C

Skamania County Treas.

By Notary Public

HENRY T. COOPER

The terms and conditions of this contract are as follows: The purchase price is Sixty Thousand and No/100--

\$60,000.00 Dollars, of which

Three Thousand and No/100-- (\$3,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged) and the balance of said purchase price shall be paid as follows:

Five Hundred Fifty and 08/100-- (\$550.08) Dollars,

or more at purchaser's option, on or before the 1st day of July 1982,

and Five Hundred Fifty and 08/100-- (\$550.08) Dollars,

or more at purchaser's option, on or before the 1st day of each succeeding calendar month 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 ten (10%) per cent per annum from the 31st day of May, 1982, which interest shall be deducted from each installment payment and the balance of each payment applied to reduction of principal.

All payments to be made hereunder shall be made at Columbia Gorge Bank, Stevenson, WA 98648, or at such other place as the seller may direct in writing.

The Purchaser agrees that the entire balance of the purchase price, together with interest as specified herein, shall be paid in full on or before June 30, 1987, and that the amount of the final payment shall be the total of the principal and interest then remaining unpaid.

Title to property is subject to an outstanding mortgage now a lien on property, of which approximately \$41,374.75 remains unpaid, and which bears interest at 10% per annum. Purchaser does not and shall not assume or agree to pay the obligation of such mortgage, which shall continue to be paid by sellers, subject to the right of purchaser to make any delinquent payment thereon in order to protect his interest and title in property. Sellers shall not receive any credit on purchase price for the

As referred to in this contract, "date of closing" shall be 05/31/82, outstanding balance of the mortgage.

(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, 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 insurance fund 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 lightning 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 endowments 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 assignee thereof be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement referred to 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 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 the payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment for the purchase price herein unless the seller elects to allow the purchaser to deduct or a portion of such condemnation award to the resurvey or restoration of any improvements damaged by such taking. In case of damage or destruction from a fire, windstorm, the effects of acts of God, war or any other cause, 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 price over shall be paid to the seller or his assignee on the purchase price.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing a personal liability of title insurance in standard form, or a commitment therefor, issued by SAFECO Life 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, at the rate of coverage and containing no exceptions other than the following:

(a) Printed general exception covering a said policy for losses due to which the insuring broker is to be liable, or encumbrances which by the terms of this contract the purchaser is to assume, as to which the insuring broker is to be liable, or made subject; and

(b) 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 or the purpose of this insurance is to establish title to seller's title.

(6) If seller's title to said real estate is subject to an existing contract or a note, secured which will not discharge said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payment 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 amounts next falling due under this contract.

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(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 **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:

Covenants, conditions, restrictions and easements of record.

(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, 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 prepaid, 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 sum 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,

David E. Thomas
DAVID E. THOMAS, Seller

Leona M. Thomas
LEONA M. THOMAS, Seller

Douglas A. Kreimark, Sr.
DOUGLAS A. KREIMARK, SR., Purchaser

STATE OF WASHINGTON, U.S.A.

County of Stevens

On this day personally appeared before me DAVID E. THOMAS and LEONA M. THOMAS, husband and wife, to me known to be the individual(s) described in and who executed the withinand foregoing instrument, and acknowledged that

they

signed the same as

their

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of May, 1982.

free and voluntary act and deed,



SAFECO TITLE INSUR



Cancelled
6-10-82
L.M.



Filed for Record at Request of



CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON, SS.

COUNTY OF SKAMANIA, SS.

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING IS D. BY

Jan Kielinski

Stevens, WA

4:30 P. June 10, 1982

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Deeds 216-218

Gary M. Olson
Babcock

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#94197

DAVID E. THOMAS and LENA N. THOMAS to DOUGLAS A. EREIMARCK, SR.

Real Estate Contract

Legal Description

Lot 304 and the Westerly 45' feet of Lot 31 of AMENDED PLAT OF
QUINTOP MANOR, according to the plat recorded September 18,
1961 at page 110 of Book A of plats, records of Skamania County,
Washington;

SUBJECT TO covenants, conditions and restrictions in Declaration
of Restrictions recorded October 3, 1981 in Book 49, page 193
in the official records of the Skamania County Auditor, State
of Washington;

AND SUBJECT TO an easement including the terms, covenants and
provisions thereof, by grantee, instrument, recorded February
10, 1980 in the Auditor's File No. 100-1100 in Book 31, page 80-81
in the official records of the Skamania County Auditor, State
of Washington in favor of Northwest Pipeline Corporation,
a Delaware Corporation, its successors and assigns, for the right
to enter, the roads for and construct, maintain, inspect, operate,
improve, replace, alter or remove a pipeline, including the
right for the transportation of oil gas and other products, herein called
the easement, all fees, Section, lot, Township, Range, and other locations
of which cannot be determined or record.