

95801

BOOK 81 PAGE 893

No. 3043
TRANSACTION EXCISE TAX

JAN 10 1983

Amount Paid 246.00

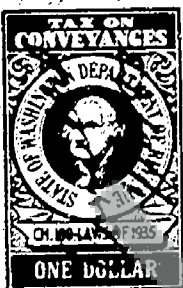
REAL ESTATE CONTRACT

By Skamania County Treasurer
Bourne-Willing By

THIS REAL ESTATE CONTRACT, made this 2nd day of January, 1983, by and between ANDREW ELLENBERGER and AUDREY ELLENBERGER, husband and wife, hereinafter called the "Sellers", and HENRY WILLIAM THROW, JR. and DARYL JEAN THROW, husband and wife, hereinafter called the "Purchasers",

W I T N E S S E T H :

The Sellers hereby agree to sell to the Purchasers, and the Purchasers hereby agree to purchase from the Sellers, for the consideration stated below and on the terms, covenants and conditions contained in this agreement, and subject thereto, all of that certain real property situated in Skamania County, State of Washington, more particularly described as:



Commencing at a point which is 469.9 feet south and 90 feet west of the center of Section 36, Township 3 North, Range 7 East of the Willamette Meridian; thence west 220 feet to the right-of-way on the east side of the Chesser Road; thence north 99 feet along said right-of-way line; thence east 220 feet; thence south 99 feet to the point of beginning, TOGETHER with improvements thereon consisting of a mobile home which has previously been converted to real estate.

1. TERMS OF PURCHASE:

1.1 Delivery of Possession. The Sellers shall deliver possession of said premises to the Purchasers on or before the 2 day of January, 1983.

1.2 Purchase Price. The Purchasers promise to pay to the Sellers the principal sum of TWENTY-THREE THOUSAND and no/100 DOLLARS (\$23,000.00) in legal tender as follows:



No down payment required. The total purchase price, together with interest on the declining principal balance accruing from the date of this agreement, at the rate of twelve percent (12%) per annum shall be payable as follows: Monthly installments of \$300.00 or more, beginning on the 15 day of January, 1983, and continuing thereafter on or before the 15th day of each month, until both principal and interest have been paid in full. From each monthly payment shall first be deducted interest to date and the balance shall be applied on principal.

2. ASSESSMENTS AND TAXES. Purchasers shall pay before delinquency all taxes, assessments, water rents or assessments, and utility charges not now delinquent, and all levied or assessed against the subject property and

hereafter falling due. In the event any taxes, assessments, rents or charges to be paid by Purchasers are paid by Sellers, Purchasers shall promptly reimburse Sellers. Upon failure of Purchasers to pay any such taxes, assessments, rents or charges to be paid by Purchasers, Sellers may, at their option, declare a forfeiture of this contract or pay and discharge any such tax, assessment, rent or charge, and any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bearing interest at the rate of 12% per annum, and be due immediately.

3. IMPROVEMENTS: All improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed.

4. LIENS, CHARGES AND ENCUMBRANCES: Purchasers shall pay, before delinquency of any debts secured thereby, all liens, charges or encumbrances hereafter lawfully imposed on the property, assumed by Purchasers in this contract or subject to which this purchase and sale is made; and shall not allow any part of the property to become subject to liens, charges or encumbrances having priority over the rights of Sellers in the property. Notwithstanding anything to the contrary provided above in this paragraph 4, Purchasers shall not be responsible for any liens or encumbrances (or payment of the obligations secured thereby) imposed upon said property subsequent to the date of this contract by or through Sellers unless such liens, encumbrances or obligations are expressly assumed by Purchasers.

5. CONDITION OF PREMISES AND UPKEEP: Purchasers agree that full inspection of the subject property has been made and that neither the Sellers or assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the covenant to be relied upon be in writing and attached to and made a part of this contract.

6. USE OF PREMISES: Purchasers shall not make nor allow any unlawful use of the subject property.

7. INSURANCE: Purchasers shall continue the insurance now placed on the property, in the sum of not less than its full insurable value, with loss thereunder payable first to Sellers, then to Purchasers, as their re-

spective interests may appear.

In the event of destruction of or damage to any of said buildings or personal property and the collection of insurance during the life of this contract the money received on said insurance may, at the option of the Purchasers, be used in the restoration of said improvements; provided, that Purchasers are not at the time in default under the provisions of this contract, and subject to the terms of any mortgage on the property, if any. If Purchasers fail to continue insurance, Sellers are authorized to do so, and the cost may be added to the balance due hereunder and shall bear interest at 12% per annum, and shall become due immediately, or Sellers may, at their option, forfeit this contract for the failure of Purchasers to procure insurance.

8. CONDEMNATION: If the property or any part shall be taken and condemned, such taking shall not be a grounds for rescission of this contract. The award made for the taking shall be deemed to be the property of the Purchasers, but shall be paid to Sellers to apply upon the purchase price, not exceeding any amounts then unpaid hereunder.

9. ASSIGNMENT OR TRANSFER: The Purchasers shall not assign this contract, nor sell said property, nor permit any other person to have possession thereof, without the written consent of the Sellers. The Sellers shall not unreasonably withhold such consent; and, once given, such consent shall not waive the requirements of this paragraph as to any subsequent sale or change of possession of said property or assignment of this contract.

10. DESTRUCTION OF PREMISES: In the event of damage to or destruction of any buildings or improvements upon the property, such damage as between the parties shall be the loss of Purchasers and shall not be a grounds for rescission of this contract or abatement of purchase price.

11. DEED: When Purchasers have fully performed this contract the Sellers shall execute and deliver to Purchasers a Statutory Warranty Deed conveying the property free and clear of all encumbrances except any encumbrances agreed to by the Purchasers.

12. REMEDIES: Time is of the essence of this contract, and in the event that Purchasers fail to make any payment or perform any covenant or condition under this contract, Sellers shall have the right, at their option, to:

- (1) Serve notice of forfeiture by delivering said notice to Purchasers or by mailing it by certified mail to their last known address, to the address given below, or to the address of said property. The notice shall specify the matters wherein Purchasers are in default. In further event Purchasers shall fail to cure the default in performance or make payment of any sums due or of Sellers' attorney fee for services rendered incident to any default and Sellers' expenses of serving the same, within 30 days from delivery or mailing of the notice, then, without further notice to Purchasers or declaration of forfeiture, the notice shall become absolute and this contract shall become null and void and Purchasers shall immediately and peacefully surrender possession of the property and all rights of Purchasers under this contract and to the property shall immediately cease and title to the property, together with all improvements (whether or not made by Purchasers) shall be vested in Sellers without any right of Purchasers to reclamation or compensation for money paid or improvements; and all moneys previously paid under this contract shall be forfeited without process of law and shall be retained by and belong to Sellers as the reasonable rental for said property from this date to the date of forfeiture and as liquidated damages; or
- (2) Declare all amounts unpaid under this contract due and institute suit to collect such amounts together with reasonable attorney fees; provided that if within thirty (30) days after the commencement of the action Purchasers perform all alleged breaches of covenant or conditions of this contract and have performed all covenants subsequent to the commencement of the action together with payment to Sellers of Sellers' actual attorney fees and taxable costs, this contract shall be reinstated.

In the event that Purchasers abandon the property while in default, Sellers may take immediate possession of the property for the purpose of protecting and preserving the property and may mitigate damages by renting this property during the period of enforcement of Sellers' rights under this contract, without prejudicing Sellers' remedies under this contract.

Any extension of time in payments or acceptance of part thereof, or failure of Sellers to enforce promptly any other breach of this contract by Purchasers shall not be construed as a waiver on the part of Sellers of the strict performance of all of the covenants and conditions herein, and shall not prejudice any of Sellers' remedies.

13. ATTORNEY'S FEES AND VENUE: In the event of any lawsuit between the parties to this contract to settle issues arising hereunder, the prevailing party shall recover judgment against the other party for a reasonable attorney's fee. At Sellers' option, venue shall lie in the County of Skamania.

81 PAGE 897

14. PLACE OF PAYMENT: The monthly payments called for hereunder shall be made directly to Sellers at their place of residence.

15. BINDING EFFECT: This agreement shall be binding upon and shall inure to the benefit of the legal representatives and proper assigns and successors of the parties.

SELLERS:

(Andrew Ellenberger)
(ANDREW ELLENBERGER)
(Audrey Ellenberger)
(AUDREY ELLENBERGER)

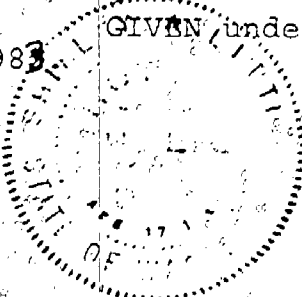
PURCHASERS:

(Henry W. Throw Jr)
(HENRY WILLIAM THROW, JR.)
(Daryl Jean Throw)
(DARYL JEAN THROW)
(PO Box 301 Stevenson)
(Address of Purchasers)

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me ANDREW ELLENBERGER and AUDREY ELLENBERGER, husband and wife, and HENRY WILLIAM THROW, JR. and DARYL JEAN THROW, husband and wife, 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.

1983 GIVEN under my hand and official seal this 2nd day of January,



(Shirley G. Ritter)
Notary Public in and for the State of Washington, residing at Stevenson

