

02 PAGE 194

# REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 30<sup>th</sup> day of April, 1983, by and between TERRELL M. FREEMANTLE and LINDA M. FREEMANTLE, husband and wife, hereinafter called the "sellers", and CHARLES BRYAN and PEGGY BRYAN, husband and wife, hereinafter called the "purchasers",

WITNESSETH:

That the sellers agree to sell to the purchasers and the purchasers agree to purchase from the sellers the following described real estate, with the appurtenances, in Skamania County, State of Washington:

LOT 11 of MAPLE HILL TRACTS NO. 3, as per plat record  
in Book A of Plats, at Page 144, records of Skamania  
County, Washington,

SUBJECT to easements, restrictive covenants, and agreements of record.

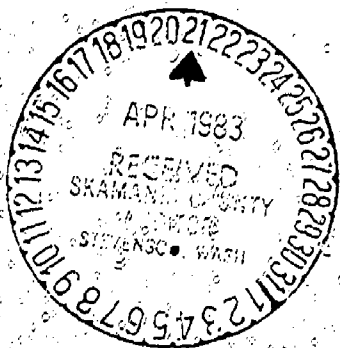
The terms and conditions of this contract are as follows:

Purchase Price and Payment Schedule: The purchase price is EIGHT THOUSAND (\$8,000.00) DOLLARS, of which ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS have been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price, to-wit: SIX THOUSAND, FIVE HUNDRED (\$6,500.00) DOLLARS, shall be paid as follows:

The purchasers shall have a maximum of sixty (60) months in which to pay the entire principal and interest. They shall make monthly payments thereon of not less than \$140.00, the first of said payments to be due and payable on or before the 3rd day of May, 1983, with like payments on the 3rd day of each succeeding calendar month thereafter. Provided that purchasers may pay the principal balance off at any time without penalty. Purchasers agree to pay interest on the diminishing principal balance of said purchase price at the rate of ten per cent (10%) per annum from the 3rd day of May, 1983, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payment to be made hereunder shall be made at

Transaction in compliance with County sub-division ordinances.

Date of Closing: As referred to in this contract, "date of closing" shall be



(1) Purchasers assume and agree to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate.

(2) Purchasers agree, until the purchase price is fully paid, to keep any and all buildings placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and wind-storm in a company acceptable to the sellers and for the sellers' benefit, as their interest may appear, and to pay all premiums therefor.

(3) Purchasers agree that full inspection of the property has been made and that neither the sellers nor their assigns shall be held to any covenant respecting the condition of said property.

(4) Purchasers assume all hazards of damage to or destruction of any improvements hereafter placed on said property, and of the taking of any part of the real property for public use; and agree 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 sellers and applied as payment on the purchase price herein unless the sellers elect to allow the purchasers 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 expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchasers elect that said proceeds shall be paid to the sellers for application on the purchase price herein.

(5) The sellers have delivered, or agree 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 purchasers to the full amount of said purchase price against loss or damage by reason of defect in sellers' title to said real estate as of the date of closing, and containing no exceptions other than the following:

- (a) Printed general exceptions appearing in said policy form; and
- (b) Liens and encumbrances which by the terms of this contract the purchasers are to assume, or as to which the conveyance hereunder is to be made subject.

(6) Sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers 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 sellers, and subject to the following: restrictive covenants of record.

(7) Unless a different date is provided for herein, the purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchasers are not in default hereunder. Purchasers covenant not to permit waste on said property and not to use, or permit the use of, the real estate for any illegal purpose. The purchasers agree 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 purchasers are entitled to possession.

(8) In case the purchasers fail to make any payment herein provided or to maintain insurance, as herein required, the sellers may make such payment or effect such insurance, and any amounts so paid by the sellers, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchasers on sellers' demand, all without prejudice to any other right the sellers might have by reason of such default.



(9) 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:

(a) Serve notice of forfeiture by delivering said notice to purchasers or by mailing it by certified mail to their last known address. The notice shall specify the matters wherein purchasers are in default. In the 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) and all growing crops shall be vested in sellers without any right of purchasers to reclamation or compensation for money paid, improvements or growing crops; and all money previously paid under this contract shall be forfeited without process of law and shall be retained by and belong to sellers as their reasonable rental for said property from this date to the date of forfeiture and as liquidated damages; or

(b) Declare all amounts unpaid under this contract due and institute suit to collect such amounts together with reasonable attorney's 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's fee and taxable costs, this contract shall be reinstated.

(10) In the event suit to action is brought to enforce any covenant of this contract, including suit to collect any payment required hereunder, purchasers agree 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

No. 5114  
TRANSAC ON EXCISE TAX

APR 23 1983  
Amount Paid 85.60

Skamania County Treasurer  
By [Signature]

STATE OF WASHINGTON )

) ss.

County of Skamania )

Terrell M. Freemantle (Seal)

Linda M. Freemantle (Seal)

Charles Bryan (Seal)

Peggy Bryan (Seal)

On this day personally appeared before me TERRELL M. FREEMANTLE and LINDA M. FREEMANTLE, and CHARLES BRYAN and PEGGY BRYAN, 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 20th day of April, 1983.

[Signature]  
Notary Public in and for the State of Washington, residing at Stevenson