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REAL ESTATE SALES AGREEMENT

This Real Estate Sales Agreement made and executed this date between Earman and Myrtle Bryan (husband & wife), hereinafter referred to as "SELLER" and Dan and Billie Jones (husband & wife), hereinafter referred to as "PURCHASER".

IT IS NOW AGREED AS FOLLOWS:

1. IDENTIFICATION OF PROPERTY: The sale includes the following described property:

A. Real Property located at Star Route Box 214, Underwood, Skamania County, Washington. With the boundary description as follows: All that portion of the Northwest Corner, of the Northeast Quarter, of the Northeast Quarter "NW ¼, NE ¼, NE ½" of section 21 Township 3 North, Range 10 E.W.M., lying Westerly of County Road #3097 designated as Little Buck Creek Road, subject to easements and rights of way for County Road #3097 designated as Little Buck Creek Road.

2. PRICE AND TERMS OF PAYMENT: The total purchase price for the sale of the above-described real property shall be the sum of \$40,000 of which \$4,000 is to be paid as down payment. The balance of \$36,000 shall be paid as follows:

A. \$15,000 shall bear interest at the rate of 14.0% per annum and shall be paid in monthly installments of \$368.41 (including interest) commencing July 1, 1983 and every calendar month continuing for a period of five (5) years.

B. The balance of \$21,000 shall bear interest at the rate of 9.0% per annum and shall be paid in monthly installments of \$307.66 (including interest) commencing July 1, 1983 and every calendar month for a period of eight (8) years.

C. PURCHASER reserves the right to pay the balance off at any time without penalty.



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Payments shall first be applied toward interest and the balance applied to principal.

3. INSURANCE:

A. PURCHASER will provide proof of full insurance coverage on improvements of future improvements, including personal property located on the above-described real property to the SELLER on the date of closing, with the "sellers interest" named as the SELLER and Columbia Borge Bank, Bingen, Washington and shall pay all premiums for such coverage, and to provide copies of such insurance policy to the SELLER.

B. In the event of destruction of any buildings or personal property located therein and the collection of insurance during the life of this contract, it is agreed that the PURCHASER shall have the right and option to apply such proceeds in the following manner so long as PURCHASER is not in default under the terms of this contract:

(a) The application of the insurance proceeds to restoration of the building(s) and contents; or

(b) The application of the insurance proceeds to the balance then remaining on the contract as an advance payment.

In either event, the PURCHASER shall not be released from the obligation of making the minimum periodic installment payments or any other payments required hereby until the contract is paid in full.

C. PURCHASER agrees to protect and hold SELLER harmless from any claims for injuries to property or persons resulting from any act, error, omission or accident or other happening on the premises.

4. CLOSING AND POSSESSION: The date of closing shall be June 1, 1983, and PURCHASER shall be entitled to possession on July 1, 1983.

5. SELLER'S DUTIES UPON CLOSING: Upon closing, SELLER shall surrender possession of the premises at the above-described property to PURCHASER and

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SELLER shall remove all personal possessions. SELLER shall pay all property taxes, charges and assessments as may accrue up to date of closing. SELLER shall further arrange for a closing bill and pay for any utilities incurred up to the date of closing.

6. PURCHASER'S DUTIES UPON CLOSING: PURCHASER shall arrange with any and all utility companies for the supply of utility services to the premises effective as of the date of closing and promptly pay for any such service provided to PURCHASER subsequent to closing. PURCHASER shall further pay any other taxes and charges customarily assessed to PURCHASER and shall maintain current all taxes and assessments as they may become due prospectively.

7. PRORATION: The parties agree that for purpose of prorating any taxes, assessments, charges, levies or other claims which should be subject of proration between PURCHASER and SELLER that the parties will use the date of closing.

8. SELLER'S WARRANTIES: SELLER shall upon closing purchase Title Insurance on the property described above. Furthermore, SELLER warrants that it is the owner of all real property described above, except as follows:

A. SELLER owes to Columbia Gorge Bank in Bingen, Washington a mortgage of \$15,000 which Columbia Gorge Bank holds a secured interest in the real property described above.

9. PURCHASER'S COVENANTS:

A. To maintain property in as good a condition as when received, including reasonable repairs, less reasonable use and wear.

B. That no assignment of the contract of sale nor subletting of premises shall be made by PURCHASER without prior written consent of SELLER, provided that such consent shall not unreasonably be withheld.

C. That no assignment or sale of any trees or timber will be done until entire contract is paid off to SELLER.

10. PURCHASER'S DEFAULT IN PAYMENTS: In the event the PURCHASER fails to make any payment herein provided, or to maintain insurance as herein required, or to pay any tax, assessment, lien or other charge, the SELLER may pay such obligation directly, and any amount so paid by SELLER, together with interest thereon at a rate of Twelve (12%) percent per annum, or any higher rate permitted by law, from the date of the payment until repaid, shall be repayable by PURCHASER on SELLER'S demand, all without prejudice to any other right the SELLER may have by reason of such default.

11. DEFAULT AND REMEDIES: Time is of the essence of the contract and it is agreed that in the event the PURCHASER shall fail to comply with or perform any term or condition of this agreement or to make any payment required hereunder promptly at the time and in the manner herein required, SELLER may elect to declare all of the PURCHASER'S rights hereunder terminated and upon so doing, all payments made by PURCHASER hereunder and all improvements, placed upon the property shall be forfeited to SELLER as liquidated damages, and the SELLER shall have the right to re-enter and take possession of the property; and the waiver by the SELLER of any default on the part of the PURCHASER shall be construed as a waiver of any subsequent default. In the event that any of the property which is the subject to this agreement should be seized or levied upon by any legal process in connection with any proceeding brought against the PURCHASER, SELLER shall have all rights as hereinabove provided. In the event SELLER shall exercise in the event of default, their rights of re-entry, SELLER is accorded the full authority to enter upon the premises and take full possession of all of the property. Remedies under this paragraph are subject to thirty (30) days written notice of default to PURCHASER.

As an alternative to SELLER'S remedies in the event PURCHASER is in default, SELLER may elect to declare the entire balance of the purchase

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price immediately due and payable and commence action to recover the same.

As a further alternative SELLER may elect to institute suit for any installment and/or other sums then due to SELLER under this agreement. SELLER need not elect between the various remedies at the time of giving the notice to PURCHASER of any default, or at the time of instituting any suit or action on the account of such default, or at the time of obtaining a judgment in such action, or at any other time prior to the satisfaction of such judgment.

12. NOTICES OF SERVICE: Service upon PURCHASER and SELLER of all demands, notices or other papers with respect to their respective rights of the parties hereunder, including the forfeiture and termination of PURCHASER'S rights hereunder, may be made by U.S. Mail, postage prepaid, return receipt requested, directed to the parties at their addresses noted below:

SELLER'S ADDRESS:

Earnan and Myrtle Bryan

Rt 1 Box 300

White Salmon WA 98672

PURCHASER'S ADDRESS:

Dan and Billie Jones

Star Route Box 214

Underwood, WA 98651

Service of such notice shall be deemed effective upon the date of placing such notice in the U.S. Mail or upon actual service upon the respective parties, whichever shall occur first.

13. ATTORNEY'S FEES AND COSTS: In the event of any default of any terms of this agreement, and in the event of bringing any action or suit with respect to any default, or to enforce any of the terms hereof, the prevailing, non-breaching party shall be entitled to recover, in addition to statutory costs, all reasonable costs and attorney's fees incurred in connection with such suit or action. PURCHASER further agrees to pay all reasonable costs, in-

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cluding attorney's fees, incurred by the SELLER, or SELLER'S assigns, for the preparing and serving of any notices associated with PURCHASER'S default.

IN WITNESS WHEREOF, the parties have executed this Agreement, this

1st day of June, 1983

SELLER:

PURCHASER:

Ernest Bryan

Dan P. Jones

Myrtle C. Bryan

Billie Jones

NOTARY OF SKAMANIA COUNTY, WASH.
HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Ernest Bryan

State Rt. 204 Underwood

11-20-82 6-1-83

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Deed. AT PAGE 329

OF SKAMANIA COUNTY, WASH.

Sherry M. Olson

COUNTY AUDITOR

E. Meyers

Registered ☒
Indexed ☒
Indirect ☒
Recorded ☒
Marked ☒

No. 3267
TRANSACTION EXCISE TAX

JUN 1 1983

Amount Paid 428.00

Skamania County Treasurer

By [Signature]

Judith F. Henderson
NOTARY PUBLIC
State of Washington
Commission Expires 8-5-85

