

117640

REAL ESTATE CONTRACT

BOOK 138 PAGE 699

This CONTRACT FOR THE SALE OF LAND executed this date between JANE M. THORP, hereinafter referred to as "SELLER" and C.W. THORP and ROCHELLE A. THORP, husband and wife, hereinafter referred to as "PURCHASER".

## W I T N E S S E T H

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

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

Lot 1, Malfait Short Plot No.1, in the Southwest quarter of the Northwest quarter of Section 33, Township 2 North, range 5 East of the Willamette Meridian, according to the plat thereof recorded in Book 2 of Short Plats, page 212B, records of said county.

EXCEPT county road and SUBJECT TO easements and water agreements as provided in instruments recorded in Book 53, page 16, and Book 53, page 19, records of said county.

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

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Jane Thorp*

OCT 12 2 38 PM '93  
*G. Olson*  
AUDITOR  
GARY M. OLSON

**CONSIDERATION AND PAYMENT:** The total purchase price and sale price is the sum of TWELVE THOUSAND DOLLARS (\$12,000.00), which shall be due and payable in monthly installments of TWO HUNDRED DOLLARS (\$200.00), or more at the Purchaser's option, commencing on March 1, 1993, and continuing on the First day of each month thereafter until the entire balance of the purchase price with interest thereon is paid in full. The declining principle balances of the purchase price shall bear interest at the rate of TEN PERCENT (10%) per annum, and the monthly installments aforesaid shall first be applied to the interest accruing from payment to payment, and the balance will be credited to the principal.

Registered	
Indexed, Dir	<i>p</i>
Indirect	<i>p</i>
Filed	<i>p</i>
Mailed	

016151

REAL ESTATE EXCISE TAX

OCT 12 1993

PAID 153.60

*Skamania County*  
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor  
By: *[Signature]* Parcel # 2-5-33-3-2-104

2. **TAXES AND ASSESSMENTS:** Seller warrants that the real property taxes and all assessments against the property through the calendar year 1987. 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.
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 part, or 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 upon execution of this contract and thereafter while this contract is not in default, except that the seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser agrees to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser agrees 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 the Purchaser shall fail of neglect to make such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of the seller may attach as a lien to the premises, then the seller may at his election, make such payments, and any sums so paid by the seller shall be repayable by Purchaser on demand, or the 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 the Purchaser subsequent to his taking possession of said property.

*Curt*

5. **PREFORMANCE AND DEFAULT:** Time and exact preformance in all things shall be of the essence of this contract. In the event of default by Purchaser in the payment of the sums herein provided, or in the event of the failure or neglect of Purchaser to preform the several terms and conditions of this contract, any such default having continued for fifteen (15) days, then the Seller may proceed to declare the forfeiture of this contract as provided by the Real Estate Contract Forfeiture Act of the State of Washington as now existing or hereafter amended, or as may be otherwise provided by law, and Seller may thereby repossess the property and retain any sums theretofore paid as liquidated damages for such failure to preform 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 the seller and repayable by the Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default or waiver of said covenants or of any future breach of any term of this contract.

In the event of such proceedings to forfeit this contract as aforesaid, Purchaser agrees that all costs and expenses of such proceedings, including, but not limited to, title search, service and publication of notices, recording fees and a reasonable attorney's fee, shall be paid by the Purchaser as a condition of curing said default. In the event of a legal or equitable action to enforce any rights under this contract or regarding the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney's fee in many such suit. Any notice required by law concerning the enforcement or forfeiture of this contract may be made by certified United States mail, addressed to Purchaser's last known mailing address, or as may otherwise be required by law.

6. **ADDITIONAL COVENANTS:** NONE

Curt

IN WITNESS WHEREOF, the parties have executed this instrument this 12 day of October, 1993.

SELLER

Jane M. Thorp  
Jane M. Thorp

PURCHASER

C.W. Thorp  
C.W. Thorp  
Rochelle A. Thorp  
Rochelle A. Thorp

STATE OF WASHINGTON )  
County of Clark ) ss

On this day, personally appeared before me Jane M. Thorp and C.W.(Bud) Thorp and Rochelle A. Thorp, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge 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 12th day of October, 1993.

Kathleen Burnside  
Notary Public in and for  
the State of Washington  
residing at Shoreline  
My commission expires:  
12-27-93