

99197

2/2/79

REAL ESTATE CONTRACT

A-1864



1120 PACIFIC AVE.
TACOMA, WASHINGTON 98402

THIS CONTRACT, made and entered into this **1st** day of **February, 1979**

between

GEORGE H. BERGER and SIS PRINCE BERGER, husband and wife,

hereinafter called the "seller," and

ALBERT A MILLER and MILDRED A. MILLER, husband and wife,

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 **Thurston** County, State of Washington:

THAT part of the west one-half of the southwest one-quarter of Section 34, Township 16 North, Range 2 East of the W.M., lying southerly of a line describe as follows: Beginning at a point on the East line of said west one-half of the Southwest one-quarter 343 feet South 20° 25' West from the Northeast corner of said subdivision; thence North 87° 35' West to the East line of tract conveyed to Dorothy A. Fielder by deed recorded under Auditor's file #801936; thence South along the Easterly line of said tract to the Southeast corner thereof; running thence North 76° 33' West to the West line of said West one-half of the Southwest one-quarter and the terminus of said line. EXCEPT the North 325 feet of the East 134 feet and EXCEPT the South 1000 feet of the West 522.72 feet.

The terms and conditions of this contract are as follows: The purchase price is ^{SIXTY ONE} **Eighty-Five Thousand and Thirteen Thousand and** -----no/100 **(\$ 85,000.00)** Dollars, of which **Four Hundred Fifty and** -----no/100 **(\$ 450.00)** Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: **Four Hundred Fifty and** -----no/100 **(\$ 450.00)** Dollars, or more at purchaser's option, on or before the **1st** day of **7th March 1979**, and **Four Hundred Fifty dollars and** -----no/100 **(\$ 450.00)** 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 **7** per cent per annum from the **1st** day of **February 1979**, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at **Rt. 1, Box 1338, Yelm, WA 98597** or at such other place as the seller may direct in writing.

DESCRIPTION CONTINUED:

EXCEPT an easement for a 30 foot right of way, (location unknown), from the North boundary of the Southwest one-quarter of said Section 34, Township 16 North, Range 2 East, W.M., to its Southwest corner, as disclosed in instrument recorded April 30, 1968 under Auditor's file #792499.

EXCEPT an easement for road and utility lines over a portion of said premises reserved in instrument dated May 20, 1969 and recorded under Auditor's file #801942.

EXCEPT right, title and interest of William M. Hewitt, in and to the ores and minerals of that part of said premises, lying in the Southwest one-quarter of as above
As referred to in this contract, "date of closing" shall be _____

- (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 or 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 purchase price 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 windstorm 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 renewals 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 assigns of either be held any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or 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 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 seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser 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 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 proceeds shall be paid to the seller for application on the purchase price herein.
- (5) The seller has delivered, or agrees 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 **PIONEER NATIONAL TITLE 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 as of the date of closing and containing no exceptions other than the following:
 - a. Printed general exceptions appearing in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
 - c. 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 for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments 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 payments next falling due the seller under this contract.

(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 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:

Description Continued:

Section 34, Township 16 North, Range 2 East of the W.M., disclosed by numerous instruments of record.

EXCEPT: A parcel of Land of Approximately One Acre where the existing water tanks are located. Full description to be added later.

(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 pre-paid, return receipt requested, directed to the purchaser at 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 sums 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 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.

George H. Berger (SEAL)
Sis Prince Berger (SEAL)
Albert H. Miller (SEAL)
Melvin A. Miller (SEAL)

STATE OF WASHINGTON,

County of **Pierce**

ss.

On this day personally appeared before me **George H. Berger and Sis Prince Berger**

to me known to be the individual^s 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 use and purposes therein mentioned.

GIVEN under my hand and official seal this **1st** day of **February, 1979.**

James E. Hummell
Notary Public in and for the State of Washington,
residing at **Orting.**



ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

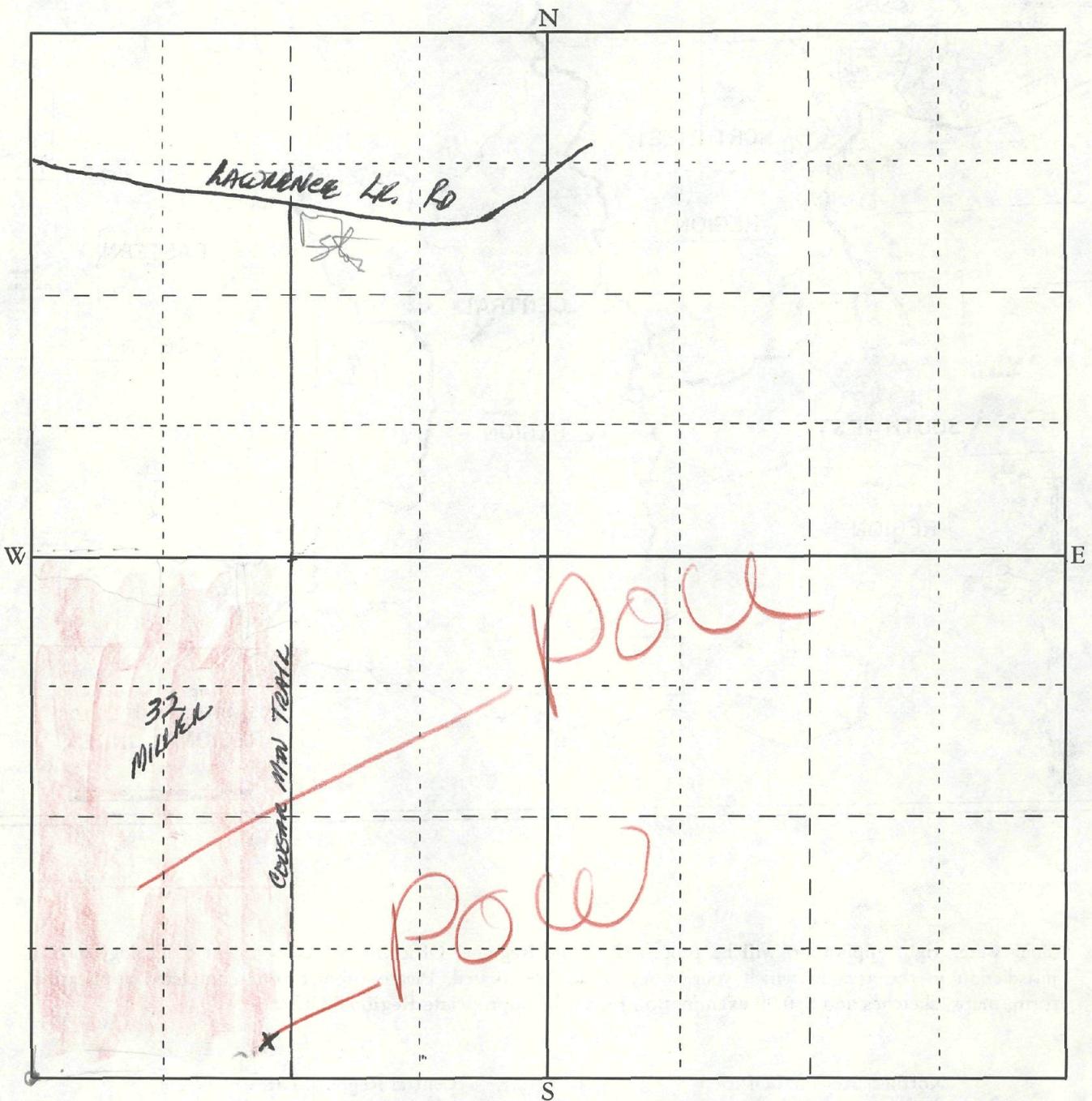
George Berger
Rt. 1 Box 1638
Yelm, Wash. 98597

THIS SPACE RESERVED FOR RECORDER'S USE:



SECTION MAP

Sec. 34 Twp. 16 N. R. 2E

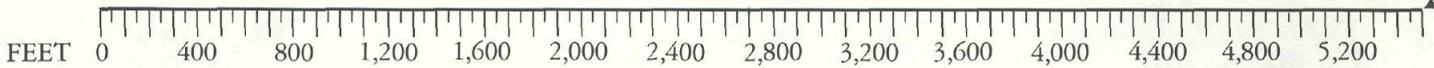


Scale: 1 inch = 800 feet (each small square = 10 acres)

Show by a cross (X) the location of point of diversion (surface water source) or point of withdrawal (ground water source): For ground water applications, show by a circle (O) the locations of other wells or works within a quarter of a mile. Indicate traveling directions from nearest town in space below.

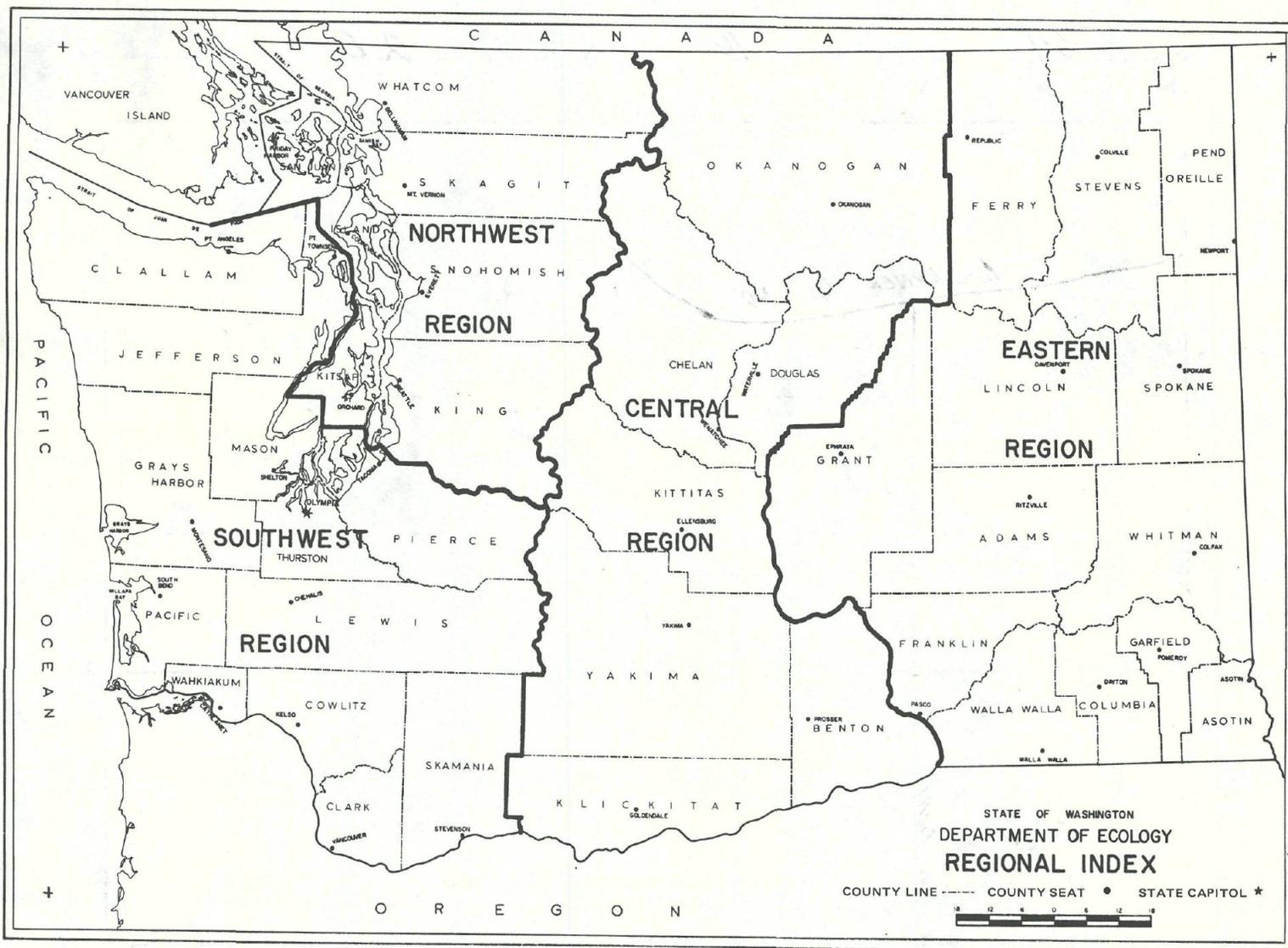
Detach here

Fold along scale



Detach this scale at the perforation, fold excess paper under or cut off excess by cutting along the scale line. This scale corresponds to the SECTION MAP above. You can read feet directly from this scale to outline property and locate points of diversion or withdrawal on the SECTION MAP. Enclose this map along with the application and \$10.00 examination fee.





Your water right application will be processed by the Regional Office of the Department of Ecology having jurisdiction in the area in which your water works are located. Please submit your completed application form, maps, sketches and \$10.00 examination fee to the appropriate Regional Office.

Northeast Regional Office
4350 150th Avenue N.E.
Redmond, Washington 98052
Tel. (206) 885-1900

Central Regional Office
3601 West Washington
Yakima, Washington 98903
Tel. (509) 575-2800

Southwest Regional Office
7272 Cleanwater Lane
Olympia, Washington 98504
Tel. (206) 753-2309

Eastern Regional Office
103 East Indiana Avenue
Spokane, Washington 99207
Tel. (509) 456-2926

The appropriate Regional Office will be happy to answer any further questions you may have.

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DEPARTMENT OF ECOLOGY

7-23, 1980

RECEIVED FROM Albert A Miller

Ten dollars and 00/100 DOLLARS 10 00

FUND: General Rec. Rev. Basic Data Other Cash

SOURCE: Water Code Publications Adjudications Refunds Check

Per. and Lic. Investments Registration Other M.O.

Application Fee For G22694

By Walter Jank

Thank You