REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 10th September, 1975,

CHARLES B. PETITT and JUANITA F. PETITT, husband and wife, hetween

hereinafter called the "seller," and MICHAEL B. COWAN and EVELYN COWAN, husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to pur hase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

A tract of land located in the West Half of the Southeast Quarter of the Northwest Quarter (W' SEL NW's) of Section 36, Township 3 North, Range 7 E. W. M., more particularly described as follows:

The north 200 feet of the east 160 feet of the following described tract of land; Beginning at a point on the centerline running north and south through the center of the NM2 of the said Section 36 south 1,927.36 feet from the north line of the said Section 36; thence east 320 feet; thence south to the center line of the county road known and designated as Gropper Road; thence following the center line of said road in a westerly direction to intersection with the aforesaid center line running north and south through the NW, of the said Section 36; thence north to the point of beginning.

The terms and conditions of this untract are as fallows. The purchase price is THIRTY-SIX THOUSAND EIGHT HUNDRED and NO/100 (s 36,800.00 FOUR THOUSAND SEVEN HUNDRED and No 100 I Dollars, of which rs 4,700.00) Dollars have been paid, the receipt whereat is hereby acknowledged, and the balance of and purchase price shall be paid as follows:

The purchasers agree to pay the remaining balance of the purchase price amounting to Thirty-Two Thousand One Bundrec and to 100 (\$32,100.00) Bollars as follows: By assuming and paying in accordance with the terms and conditions thereof a mortgage given by the sellers to Clarke County Savings and Loan Association (now Riverview Savings Association) dated October 5, 1973, on which there remains unpaid the principal sum of Twenty-Three Thousand Four Hundred Vineteen and 16/100 (\$23,419.16) Collars; and the purchasers agree to pay the remaining balance of the purchase price amounting to Eight Thousand Cix Hundred Eighty and 84/100 (\$8,680.84) Bollars in monthly installments of One Hundred Fifty and No/100 (\$150.00) Bollars, or more, commencing on the 10th day of October, 1975, and on the 10th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid, said monthly installments to include interest computed on the diminishing principal basis at the rate of eight percent $(\partial \chi)$ per annum.

Sale includes a non-exclusive easement and right of way over the existing access road leading from the southwest corner of the premises to Gropper Road.

Riverview Savings Association, stevenson, Washington. All payments to be made hereunder shall be made at or at such other place as the seiler may threat in writing September 10, 1975. As referred to in this contract, "date of closing, shall no

- (1) The purchaser assumes and acress to pay before delinate in a large and assessments that may as between granter and granter contract resources a line on and real sources and it is the time of the contract the purchaser has assumed payment of any mortgage, real state, the purchaser has assumed payment of any mortgage, real state, the purchaser are so to pay the same though the part to purchase subject to, any takes or assessments help a line on said the traction and the total has a presentable part to keep the buildings now and hereafter placed on this real estate the sale that attained a state thereof acress the sale that attained a sale thereof and the sale that attained as a line of the sale and purchased to the sale and for the other.
- to The purchase engrees that full inspect in of such that estate has been made and that neither the seller nor his assigns shall be held to any extenant in specific the correlation of any improvements therein nor shall the purchaser or seller or the assigns of either be held to any extenant or agreement for afteration, improvements for repairs tinless the coverant or agreement relied on is contained herein or is an writing and attached to and made a part of the contrict
- as writing and attarhed to and made a part of the contest.

 (4) The purchaser assumes all bazards 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 raid tail estate is taken for public use, the purtion of the condemnation award remaining often payment of reasonable expenses of procuring the saids shall be paid to be selen and applied as payment on the purchase fact of unique to improvements damaged by such taking. In case of damage, or destruction from a partil insured making the reasonable construction from a partil insured making the proceeds of such improvements, within a reasonable time, onless purchaser elects that said proceeds shall be paid to the seller for application on the
- (8) The seller has delivered, or agrees to deliver within 13 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by fromcomerica file insurance Company, insuring the purchaser to the full amount of said purchase pitce against loss or damage by reason of select 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;

 h. bliens 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
 - ts to be made shoject, 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.

(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 practiser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the preparate 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 purchizer a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public test, free of encumbrances except any that may attach after date of closing through any person other than the seller, and

(a) General taxes for 1975 which should be pro-rated between the parties as of September 10, 1975.

Title to said premises is subject to a lien claim of Norris Drilling and Pump Co., Inc., Vancouver, Washington; and sellers agree that purchasers may apply said \$150.00 monthly payments toward satisfaction of said lien.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of cler'ng and to retain porcession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improve-garpons. The purchaser covenants to pay all service, sustablation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is untilled 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 taight have by reason of such default.

(10) Time is of the essence of this contract, and it is accord that in case the surchaser shall failing complete with or revolute only the contract.

neight 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 its orings on, all payments made by the purchaser have right to re-enter and take possession of the real estate; shall be forfeited to the seller as liquidated damages, and the seller 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 terminating of purchaser's rights may be made by United States Mall, postage pre-paid, return neetly requested, directed to the purchaser at his address last known to the seller.

(11) Opon seller's election to bring suit to enforce any coverant of this contract, including sait to explicit any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expanses in conjection with such suit, which is seller, shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and 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 or decree entered in such suit.

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IN WITNESS WHEREOF, the parties hereto have

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TRANSACTION EXCISE TAX ZIVI	Marie (SEIL)
OCT 3 1975	Milyana (SEAL)
STATE OF WASHINGTOM mount Paid	,
County of Skamania Skamania County, reasyret	
On this day personally appeared before me CHARLES B. PETIT	and JUANITA F. PETITT,
to me known to be the individual 5 described in and who executed the within a	nd foregoing becrument, and acknowledged that
signed the same as their free	and voluntary act and deed, for the uses and purposes
The state of the s	1
A CIVEN where my hand and official seal this 915 day of	Sentember, 1975.
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A Service of Transamerica! irporation	I HEREBY CERTIFY THAT THE WITHIN
	INSTRUMENT OF WRITING, FILED BY
Filed for Record at Request of	- It & Walnesex
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NameREGISTERED E.	AT 21/2 M 10 13 1925
INDEXED: OIK.	" WAS RECORDED IN MOOK 65
AddressINDIRECT:	OF ALERT AT PAGE 7-26
City and State	RECORDE OF SKAMANIA COUNTY, WASH
COMPARED	· Sprade
MAILED	COUNTY AUDITOR
PM or representative and the second s	m 6 Trechard

REAL ESTATE CONTRACT

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CHARLES B. PETITT and JUANITA F. PETITT, husband and wife,

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her mafter called the "purchaser,"

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A tract of land located in the West Half of the Southeast Quarter of the Northwest Quarter (Wo SE's Wis) of Section 36, Township 3 North, Range 7 E. W. M., more particularly described as follows:

The north 200 feet of the east 160 feet of the following described tract of land; Beginning at a point on the centerline running north and south through the center the NWs of the said Section 36 south 1,927.36 feet from the north line of the t said Section 36; thence east 320 feet; thence south to the center line of the county road known and designated as Gropper Road; thence following the center line of said road in a westerly direction to intersection with the aforesaid center line running north and south through the NWc of the said lection 36; thence north to the point of beginning.

The terms and conditions of this contract are as follows. The post-taw price THIRTY-SIX THOUSAND EIGHT HUNDRED and NO/100 . Dollars, of which 18 36, 300.00 FOUR THOUSAND SEVEN HUNDRED and No 100 been pass, the south section is bord, seasons season organic constrain a paid as follows

The purchasers agree to pay the remaining calance of the purchase price amounting to Thirty-Two Thousand One Hundred and to 100 (\$12,100.00) Golfars as follows: By assuming and paying in accordance with the terms and conditions thereof a mortgage suming and paying in accordance with the terms and conditions thereof a mortgage given by the actions to Clarks Gounly avings and coan Association (now Riverview Savings Association) dated October 5, 1971, on which there remains unpaid the principal sum of Twenty-Three Thousand-bur Hundred Nineteen and 16/100 (\$25,419.16) fullers; and the purchasers agree to buy the remaining planace of the purchase price amounting to Eight Thousand ix Hundred Eighty and 04/100 (\$150.00) Dollars in monthly installments of One Hundred Fifty and No/100 (\$150.00) Dollars, or more, commencing on the 10th day of noctober, 375, and on the 10th day of each and every month thereaften until the full amount of the jurchase price together with interest shall have been daid, and monthly installments to include interest computed on the diminishing principal basis at the rate of eight percent (dX) per annume.

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Riverview Savings Association, Stevenson, Washington. the state of the second section is a second section of t place of color may defect as well as a find a second of the color of colors of color September 10, 1975. As returning a

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The other has delicered or arres to deliver within it days of the date of closing a purchaser's policy of title insurance in form or a commitment therefor, panel by Francomerica Fitte insurance Company, insuring the purchaser to the full amount of cother has by following the purchaser to the full amount of cother has by following. charaters from an a

Printed general error tions appearing in each policy form

- h. Lions of encounterances 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, now of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If serv's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any montgage 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 nort falling due the seller under this contract.

(7) The seller agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchases 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:

(a) General taxes for 1975 which should be pro-rated between the parties as of September 10, 1975.

Title to said premises is subject to a lien claim of Norris Drilling and Pump Co., inc., Vancouver, Washington; and sellers agree that purchasers may apply said \$150.00 monthly payments toward satisfaction of said lien.

(8) Unless a different date is provided for herein, the jurchaser 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 nercunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not 1) use, or permit the use of, the real estate for any illegal services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser falls 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 19% per annum thereon inglith have by reason of such default.

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 Leteunder promptly at the time and in the many wherein required, the enterunder and all improvements placed upon the real estate shall be forfeited to the seller as haptidated distances and the seller 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 under 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 sums shall be included in any judgment or decree entered in such suit. If the seller shall ping suit to procure an adjudication of the termination of the purchaser's rights here with the reasonable cours and expenses in connection with such suit, which If the seller shall hing suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment or decree entered in such suit.

If the seller shall hing suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the wurthaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which it reasonable cost of scarching records to delermine the condition of filler at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOU, the parties here beare accounted this instrument of the commenced, which sums shall be included.

IN WITNESS WHEREOF, the parties hereto have executed this instrument

$\Omega \Lambda$	of the tate first written above.
No. 3581	le B Petity) (SEAL)
TRANSACTION EXCISE TAN TOTAL	Dall I Guar
OCT 3 1975	(SEAL)
STATE OF WASHINGTON mount Faid	Charles Line (heal)
County of Skamania Skamania County Treasprot	
On this day personally appeared before me CHARLES B. PETITT	and JUANITA F. PETITT,
to me known to be the individual 5 described in and who executed the within and	nd and wife,
they signed the same as their free care	Peregoing Instrument, and acknowledged that
therein mentioned.	voluntary act and deed, for the uses and purposes
of Men under my band and official scal this	- J.
The state of the s	Sectionier, 1975.
2 1 1010 10 10 1123 de RIL	ut dalie
Notary Publi	c in and for the State of Washington,
Part of the contract of the co	
RECEIVED DI PERGINE CL	Stevenson, Washington,
SKAIAATTA DOONTY DO STEVENCOM, WASH,	81022
Prinsumericaning Insurance Lo	MAHE SPACE PROVIDED I DA RECOIDER'S USE.
A Service of Transamerica Corporation	I HEREBY CERTIFY THAT THE WITHIN
	INSTRUMENT OF WRITING, FILED BY
Filed for Record at Request of	IF & Walneger
were to record at the diese of	or Stewners The
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Address	OF MEET AT PAGE 7-76
City and State	RECORDS OF SKAMANIA COUNTY, WASH