

THIS CONTRACT, made and entered into this 1st day of July, 1978
between H. ROBERT COLE and HELEN R. COLE, husband and wife,

hereinafter called the "seller," and RONALD BART ANDERSON and CAROLINE M. ANDERSON,
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 **Stamania** County, State of Washington:

The North half of the West half of the Southwest Quarter of the North-east quarter of the Southeast Quarter (W1/2 W1/2 SW1/4 NE1/4 SE1/4) of Section 18, Township 7 North, Range 6 East of the Willamette Meridian, TOGETHER WITH a 40 foot easement along an existing road known as Wilder-ness Road.

ALSO, SUBJECT TO restrictive covenants as set forth in an instrument dated December 31, 1969, and recorded December 31, 1969, at page 439 of Book 61 of Deeds, under Auditor's File No. 71741, Records of Stamania County, Washington, relating to building limitations, restrictions on the use of the premises, and the keeping of animals.

The terms and conditions of this contract are as follows: The purchase price is SEVEN THOUSAND AND NO/100

\$ 7,000.00 Dollars, of which

\$ 100.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchaser agrees to pay the remaining balance of the purchase price amounting to Six Thousand Nine Hundred and No/100 (\$6,900.00) Dollars as follows: By paying monthly installments of Fifty Six and 34/100 (\$56.34) Dollars, or more, commencing on the 1st day of August, 1978, and on the 1st day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The installment commencing August 1, 1978, and said monthly installments shall include interest at the rate of five and one-half percent (5 1/2%) per annum computed upon the outstanding principal basis; and said monthly payments shall be applied first to interest and then to principal.



TRANSACTION EXCHANGE

1978

Below For

Stamania County, Washington

The First National Bank of Oregon, The
Ballard Branch, P.O. Box 541, The Dalles, Or.
97058

As related to, in this contract "date of closing" shall be August 1, 1978

The purchaser assumes and agrees to pay before delivery any 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, deed of trust, 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 delivery.

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.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held in any way, and respecting the condition of any improvements thereon nor shall the purchaser or seller in any way be held in any way, and agreement for alterations, improvements or repairs unless the covenant or agreement related or is contained herein or is in writing and attached to and made a part of this contract.

The purchaser assumes all liability 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 securing the same shall be paid to the seller and applied as payment on the purchase price herein; the seller elects to allow the purchaser to apply all or a portion of such compensation toward 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 covering after payment of the reasonable expense of proof of loss; the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

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 SAPSCO Title Insurance Company, insuring the purchase, 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 on 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 to.

c. Any existing contract or contract 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 to purchase any said real estate, or any mortgage, deed of trust 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, Fulfillment 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:

Those of record, and easements and Rights-of-way for existing roads. Purchaser is aware that electricity, water and road maintenance are not provided to the property.

(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, 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 the failure 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 compel 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.

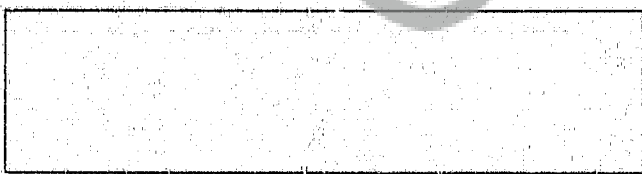
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.



STATE OF WASHINGTON,
County of King

On this day personally appeared before me Ronald E. Bart and Caroline M. Anderson 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 26th day of July, 1978
William A. McFarland
Notary Public in and for the State of Washington
residing at 1211 1st Ave. S.W.



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INDEXED
RECORDED
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MAILED

87671

SAFECO  **SAFECO TITLE INSURANCE COMPANY**

Filed for Record at Request of

NAME Ronald Bart and Caroline M. Anderson
ADDRESS 814 N.E. 99th St.
CITY AND STATE Vancouver, WA 98664
(206-573-8575) Bus. (206-573-7314)

THIS SPACE IS RESERVED FOR THE RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY W. A. McFarland OF WA AT 11:28 ON 11-28 1978 WAS RECEIVED IN BOOK 75 AT PAGE 834 RECORD OF KINGMAN COUNTY, WASH. COUNTY AUDITOR W. A. McFarland