

THIS CONTRACT made and entered into this 10th day of April, 1980

between CECIL BATES and CHARLOTTE BATES, husband and wife

hereinafter called the "seller," and JACK T. FUGIT and TERESA FUGIT, 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 Skamania County, State of Washington: A tract of land located in the Southwest Quarter of the Southeast Quarter of Section 25, Township 3 North, Range 7 E.W.M., more particularly described as follows: Beginning at the Southeast corner of the said Section 25; thence along the South line of said Section 25, North 80°47'30" West 1,543.13 feet to the Easterly right of way line of County Road No. 2062 designated as the Kanaka Creek Road as constructed in 1970; thence North 17°27'30" West along said right of way line 377.44 feet; thence North 21°32'34" West 167.48 feet; thence North 25°37'34" West 174.10 feet; thence North 35°58'34" West 268.16 feet; thence North 46°19'34" West 133.77 feet to the True Point of Beginning; thence North 40°14'01" East 128.56 feet; thence North 66°46'19" West 203.20 feet; thence South 71°46'19" West 169.08 feet to the Easterly right of way line of said Kanaka Creek Road; thence Southerly along the said right of way line 283.56 feet to the True Point of Beginning.

SUBJECT to a contract, including the terms and provisions thereof, between Lee Ramsey and Audrey M. Ramsey, husband and wife, as sellers, and Cecil Bates and Charlotte Bates, husband and wife, as purchasers, dated February 9, 1976, recorded February 17, 1976 in Book 70 of Deeds, Page 474, records of Skamania County, Washington.

THE TERMS AND CONDITIONS of this contract are as follows: The purchase price is Thirty Two Thousand and No/100 (\$32,000.00) Dollars, of which Ten Thousand and No/100 (\$10,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Two Hundred Ninety and 74/100 (\$290.74) Dollars, on or before the 10 day of May, 1980, and Two Hundred Ninety and 74/100 Dollars, on or before the 10 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 10 per cent (10%) per annum from the 10 day of April, 1980, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Seller agrees to repair damage at seller's expense, to trailer up to date of possession by purchaser. All payments to be made hereunder shall be made at Riverview Savings Association, Stevenson, WA such other place as the seller may direct in writing.

~~Seller hereby agrees to pre pay \$10.00 per day for 30 days of possession from date of closing.~~

As referred to in this contract, "date of closing" shall be April 10, 1980

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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 or then 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 agents 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 to any covenant or agree for alterations, improvements or repairs unless the covenant or agreement relied on is contained hereon 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 the 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 purchase policy of title insurance in standard form, or a substitute therefor, issued by First American Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defects in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Rights, interests and claims appearing in said policy form;

b. Liens of amounts due which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made a lien; and

c. Any existing, existing or contract under which seller or purchaser sold real estate, and any mortgage, or other obligation, which seller by this contract agrees to pay, none of which is the purpose of this paragraph (5) shall be deemed defects in seller's title.

Witness my hand and seal of office this 10th day of April, 1980, at Stevenson, Washington.

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) Rights of the public in streets, roads and highways

b) Right of way easement, including the terms and provisions thereof, granted to Public Utility District No. 1 of Skamania County, Washington, a Municipal Corporation, dated August 20, 1970, recorded August 21, 1970 in Book 61, page 986, Skamania County Deed records. Said easement being for electric transmission and distribution system.

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 for 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.

REGISTERED	James F. Smith	(REAL)
INDEXED AND	Marshall Bates	(REAL)
INDEXED	James F. Smith	(REAL)
RECORDED	James F. Smith	(REAL)
COMPLETED	James F. Smith	(REAL)
DATE	1966	

STATE OF WASHINGTON

Courty of Shaman

On this day personally appeared before me CECIL BATES and CHARLOTTE BATES, husband and wife

to me known to be the individual 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 herein mentioned.

GIVEN under my hand and official seal this 10th day of May, 1980

Filed for Filing in Request of **TRANSACTION XERO TAX**

APR 1 1980

Name: _____

[Illegible handwritten notes]

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HIS MOUNTAIN COUNTRY. REMARKS
John T. Smith
John T. Smith
John T. Smith
PAGE 25
N.C. CO. OF THE MOUNTAINS