

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 20th day of APRIL, 1980
between ROBERT D. GREEN and SHAROL L. GREEN, husband and wife

hereinafter called the "Seller," and ROBERT L. BLEDSOE, a single man

hereinafter called the "purchaser."

WITNESSETH that the seller desires to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, to wit: the property located in SKAMANIA County, State of Washington:

THE FOLLOWING LAND DESCRIPTION ATTACHED AND MADE A PART HEREOF.

SUBJECT: Mortgage dated November 9, 1978, executed by Robert D. Green and Sharol L. Green, husband and wife, as Mortgagor, to Washington State Bank, as Mortgagee, to secure the payment of \$21,300.00 and any additional advances, and any interest, advances or other obligations secured thereby; recorded November 14, 1978, in Book 55 of Mortgages, Page 975, records of Skamania County, Washington. ALSO SUBJECT TO: Declaration of Homestead dated August 14, 1979, and recorded August 17, 1979, under Auditor's File No. 89222.

The terms and conditions of this contract are as follows. The purchase price is **THIRTY FIVE THOUSAND DOLLARS**
AND NO/100----- (\$35,000.00) Dollars, of which
TEN THOUSAND DOLLARS 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:
THREE HUNDRED FORTY FOUR DOLLARS AND 38/100----- (\$344.38) Dollars,
or more at purchaser's option, on or before the 24th day of MAY, 1980,
and THREE HUNDRED FORTY FOUR DOLLARS AND 38/100----- (\$344.38) Dollars,
or more at purchaser's option, on or before the 24th 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 11% per cent per annum from the 24th day of APRIL, 1980,
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 Washington State Bank-Washougal, Washington 98671
or at such other place as the seller may direct in writing.

This contract to be paid in full on or before April 28, 1980

Title to the Mobile Home will be transferred into the name of Robert L. Bledsoe at the time the Mortgage is paid in full, with Washington State Bank.

As referred to in this contract, "date of closing" shall be "UPON RESIGNATION"

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may or 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 boundaries now and hereafter placed on said real estate in force 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 receipts 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 agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is 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 covenants 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 consideration award remaining after payment of reasonable expenses of procuring the award shall be paid to the seller and applied as payment on the purchase price hereunder unless the seller elects to allow the purchaser to apply all or a portion of such consideration award to the rebuilding or repairs of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance constituting other payment of the reasonable expense of procuring the award shall be devoted to the reconstruction 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 condensed title report issued by First American Title Insurance Company, insuring the purchaser to the full amount of said purchase price, less any exceptions either then or hereafter by reason of defect in seller's title to said real estate as of the date of closing and continuing no exceptions either then or hereafter.

- Printed general exceptions appearing on said policy form;
- Liens of mortgages which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be subject; and
- 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.

RESCROW NO. 1905 IM

The Seller has one-half of the East one-half of the following described tract of land, beginning at the Southeast corner of the Northeast Quarter of Section 13, Township 2 North, Range 5 East of the Willamette

Section:
Width North 540 feet;
Width East 1120 feet;
Width South 540 feet;
Width West 1120 feet to the point of beginning.

By and for the South 30 feet of said tract reserved for public road purposes, to be in the County of Skamania, State of Washington.

90646

1002

NAGL

(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 **FULFILLMENT** deed to said real estate, excepting any part thereof heretofore taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, said subject to the following:

Easements for mains, laterals, pipelines, and reservoirs of Public Utility District No. 1 of Skamania County, a municipal corporation, and existing contract for water service furnished by said district.

Covenants, conditions, restrictions, rights of way & reservations of record.

(8) Unless a different date is provided for hereby, 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.

In case upon purchase of any subsequent default, notice or other papers with respect to foreclosure and termination of purchaser's rights may be made by United States Mail, postage prepaid, 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 prepare 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

ROBERT D. GREEN (SEAL)

SHAROL L. GREEN (SEAL)

ROBERT L. BLEDSOE (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me ROBERT D. & SHAROL L. GREEN

they are 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 uses and purposes

under my hand and official seal this

24,

day of APRIL, 1980

No. 2374
TRANSACTION EXCISE TAX

APR 24 1980
Amount Paid \$247.00
247.00
Skamania County Treasurer

Dyan H. Mullen
Notary Public in and for the State of Washington,
residing at Vancouver



By First American Title Insurance Company

Filed for Record at Request of

Name Robert L. Bledsoe

Address 1101 18L Newquist Road

City and State Vancouver, WA 98671

THIS SPACE RESERVED FOR RECORDER'S USE.	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF INTENT IS FREE BY	
OF	24 APR 1980
AT	3:30 PM
WAS RECEIVED IN BOOK 28	
TO RECORD AT CLERK'S	
RECORD OF SKAMANIA COUNTY, WASH.	
COUNTY AUDITOR	