



90650

REAL ESTATE CONTRACT

BOOK 178

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THIS CONTRACT, made and entered into this _____ day of _____
between THEODORE C. FRAHS and KATHERN C. FRAHS, husband and wife,
hereinafter called the "seller," and ROBERT L. SNYDER and REGINA S. SNYDER, 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:

The Southwest Quarter of the Southwest Quarter of the Northeast Quarter of
Section 16, Township 3 North, Range 10 East of the Willamette Meridian; EXCEPT
that portion thereof lying northerly of the county road known and designated as
the Little Buck Creek Road; and EXCEPT that part lying northerly of the center-
line of an existing logging road near the westerly border. Said road being
318 feet north of the southwest corner of the above-described property. RESERVING
UNTO THE SELLER an easement for all purposes over and across the existing logging
road in the western part of the above-described property. AND, RESERVING UNTO
THE SELLER a water hook up of the Skamania County Public Utility District located
on said property.

The terms and conditions of this contract are as follows: The purchase price is

Fifteen Thousand ----- (\$ 15,000) Dollars, of which
Five Thousand Five Hundred ----- (\$ 5,500) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Seventy Five Dollars per month (\$175.00) or more at purchaser's
option, on or before the 20th day of May, 1980, and on the 20th day of each
succeeding month, until 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 12 percent per annum from the 20th day of April,
1980, which interest shall be deducted from each installment payment and the
balance of each payment applied in reduction of principal.



No. _____
TRANSACTION EXCISE TAX

APR 25 1980

Amount Paid: \$5,500

By _____
Skamania County Treasurer

All payments to be made hereunder shall be made at the Columbia Gorge Bank, Bingen, Washington
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be April 20, 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 pay-
ment 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 delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building, 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 accept-
able to the seller and for the seller's benefit, on 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 to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-
ment 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 here-
after located 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
expenses of procuring the same 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 commitment therefor, issued by a FICO 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 a real estate, and any mortgage or other obliga-
tion, 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 is said real estate in subject to an existing contract or contracts under which seller is obligated to pay, seller agrees 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 thereunder 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 in said real estate, excepting any person other than the seller, and subject to the following:

easements and encumbrances of record.

(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 consumption 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 12% 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 may 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 as a 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 at 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.

Theodore C. Franks (SEAL)

Kathleen C. Franks (SEAL)

Robert L. Snyder (SEAL)

Regina S. Snyder (SEAL)

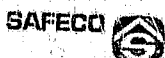
STATE OF WASHINGTON,
County of Klickitat

On this day personally appeared before me Theodore C. Franks, Kathleen C. Franks, Robert L. Snyder and Regina S. Snyder known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of April, 1980.

WHEN RECORDED RETURN TO



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

RECORDED	INDEXED
FILED	FILED
SEARCHED	SEARCHED
SERIALIZED	SERIALIZED

NOTICE TO THE OWNER	
BY THE RECORDING OFFICE	
ON <u>APR 18 1980</u> AT <u>5:15 PM</u>	
FILED <u>11412</u> IN <u>425</u> 10.83	
WAS FILED IN CLERK <u>71</u>	
OF <u>CLERK</u> AT <u>PACIFIC</u>	
RECORDS OF <u>CLERK</u> IN <u>OSUNTY, WASH</u>	
BY <u>W. J. J. J.</u>	
COUNTY CLERK	