REAL ESTATE CONTRACT (FGIIM A-1964)

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THE CONTRACT, roads arid anteres into this 6th day of May, 1980 between JACK D. PHILLIPS and JOHANNA PHILLIPS, husband and wife,

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hereinster called the "seller," and WILLIAM G. COTSMAN, a single man, and KIMBERLY K. BRYAN, a single woman, as tenants in common with right of survivorship, hereinafter collect the "purchasor,"

WITNESSETH: That the soller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described

real estate, with the appurtenances, in

SKAMANTA

County, State of Waihington:

SUBJECT TO: 1. General taxes for the second half of the year 1980. 2. Mortgage dated July 12, 1967, recorded July 24, 1967, in Book 46 of Mortgages at Page 81, under Auditor's File No. 68966, which the seller agrees to continue to pay according to its terms and provisions and in accordance with Paragraph 6 below. 3. Any question that may arise due to shifting or change in the course of the Washougal River, or due to said River having changed its course. 4. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Washougal River, if said River is navigable.

The isometric or as follows: The purchase price is or due to

FIFTY-SIX THOUSAND FIVE HUNDRED AND NO/100-----(\$56,500.00) Dollars, of which FOURTEEN THOUSAND AND NO/100--been paid, thy receipt whereof is hereby acknowledged, and the belance of said purchase price shall be paid as follows:

THREE HUNDRED NINETY-FOUR AND 53/100-------is 394.53 1 Dollars. or more at purchaser's action, on or before the 2th

June . 80 et and THREE HUNDRED NINETY-FOUR AND 53/100-------_{(\$} 394.53

or more at purchaser's option, on or before the 8th day of each successful calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminiching balance of said purchase price at the rate of eleven (11) per cent per annura from the 8th day of May , 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 or at such other place as the seller may direct in writing. direct to seller

Notwithstanding the aforementioned payment terms of this Contract, the ruchaser agrees to pay in full, the entire remaining principal balance, together with any analysisterest owing Seller, within Ten (10) years from date of closing. However, Sellem frees to extend this date should the spring become inoperable and a well couldn't be put on subject property. Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees

As referred to in this contract, "date of closing" shall be date of recordat.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter her grantee hereafter become a lien on said real estate, and it by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other ancumbrance, or has assumed payment of or agreed to purchase subject to, any toxes 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 hiddings now and licerative placed on said real estate insured to the actual cosh value thereof against loss or damage by both tire and winds orm in a company acceptable to the taller and for the sellor's bonefit, as his interest may appear, and to pay all promisms therefor and to deliver oil policies and every-ask 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 thereof nor shall the purchaser or sailer or the assigns of either be held to any covenant or agreement for otherations, improvements or repairs unless the covenant or operations.
- statched 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 may 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 partition of the condemnation award remaining after payment of inassonable expenses of procuring the same shall be pair. In the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a pertian of such condemnation eward to the rebuilding or restoration of any improvements seller elects to allow the purchaser to apply all or a pertian of such condemnation exact to the process of the process of the purchaser of the reactionable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be used to the seller for application on the purchase price herein.
- (5) The soller has delivered, or agrees to deliver within 15 days of the riste of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Com, any, insuring the purchaser to the full amount of said purchase price against loss of damage by reason of defect in seller's title to said rect estate as of the date of closing and containing no exceptions other than the
 - Printed general exceptions appearing in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchasers to assume, or as to which the conveyance hereunder is to be made subject; and
 - Any existing contract or contracts under which seller is purchasing said real estate, and any moltgage of other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph [6] chall be deemed defects in seller's title.
- (6) It seller's title to said real estate if subject to dir existing contract or contracts under which seller is journhoing said real estate, in any mortages or other obligation which seller is to pay, tablet agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make thy payments necessity to remove the default, and pay payments so made shalf the applied to the payments next falling due the seller and if this contract.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST BECINNING AT THE SOUTHEAST CORNER OF THE SOUTHARST QUARTER OF THE NORTHARST BY ARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE ILLAWETTE MEXIDIAN; THENCE WEST ALONG THE CEMPELINE OF SECTION 33 A DISTANCE OF 250 PRINT, THENCE WORTH A DISTANCE OF SECTION FROM THE OR LESS, TO THE CENTER OF THE COUNTY FORD, THENCE IN AN EASTERLY DIRECTION AT THE CENTERLY DIRECTION AT THE CENTERLY DIRECTION AT THE CENTERLY DIRECTION.

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(9) In case the purch payment or effect such in of payment until repold, reason of such default.	aser fails to make any isolonce, and any amous shall be repayable by p	payment herein provi hts so puid by the sell purchaser on seller's a	ded or to mainta er, together with demand, all with	in insurance, as here interest at the rate lout prejudice to an	in roquired, the seller of 10% per annum th iy other right the selle	may make such ereon from date ir might have by
declare all the purchase improvements placed upon take possession of the re- subsequent default.	on the real estate shall I of estate; and no waiver	minated, and upon a forfeited to the se by the seller of any	his doing to, it lier as liquidated default on the p	and in the manner half payments, and the domages, and the parchases	erain required, the sel by the purchaser he seller shall have right shall be construed as	lar may elect to reunder and all to re-enter and a waiver of any
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the purchaser agrees to p included in any judement	tion to bring suit to en ay a reasonable sum as or deuree entered in suc	force any covenant o altorney's fees and a boult	if this contract, i ill costs and exp	ncluding telt to coll enses in Connection	ect any payment required with such built, which	ired hereunder, h sums shall be
If the seller shall bris- the purchaser agrees to p- cost of searching records or decree entered in such	g suit to procure an adj by a reasonable sum as to determine the condi	udication of the tern	nination of the p I costs and exper te such such is co	ourchaser's rights hi ises in connection w mmenced, which su	preunder, and judgmen with such suit, and also ms shall be included in	nt is so eritered, the reasonable a eny judgment
IN WITNESS WHERE	OF, the parties hereto h	ove executed this inst	rument as of the	date first written al	bova.	
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		x x	J. Phillip	enara)	Phiair	(م
		Johann	ia Priliip		- Mary	(SEAL)
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ounty of Clark	N, } \$5.	ж У Кimber	derley of	Bryan	-	(ŚEAL)
On this day personally	appeared before me J	ack D Philli	lps, Johann	na Phillips,	William G. C	dsman &
o invikrawn to be the ind	ividual described in		e within and for	egoing instrument, a	and acknowledged the	
or the uses and purposes t	signed the same	119	their	77	free and voluntary	act and deed,
	and official seal this	662 in al	May. 2	1980		1.
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	Skamania Cou	nly Treasurer	معروه المكافرة			
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SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Please return to:

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COUNTY OF SKANANA

THREE HUNDRED MINETY-FOUR AND 53/100
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and THREE HONDRED NINETY-FOUR AND 53/100-10-10-10-10-10-10-10-10-10-10-10-10-
or more at purchaser's uption, on or before the . 8th day of the succeeding calendar month until the balance of and purchase price shall have been fully paid. The purchase further lightes to pay interest on the diminishing balance of said purchase price at the
rate of eleven (11) per cent per minum from the 8th day of May 19 80 which interest shall be deducted from each installment payment and the lessace of each payment applied in restriction of principal.
All payments to be made hereunder shall be made at direct to seller or at such other place as the soller may direct in writing.
Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees to pay in full, the entire remaining principal balance, together with any contract stere owing Seller, within Ten (10) years from date of closing. However, Seller areas two extend this date should the spring become inoperable and a well couldn't be put on the contract of the couldn't be put on the cou
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(2) The purchaser agrees, until the purchase price is fully paid, to leap the buildings now and hereafter placed on said real estate insured to the octual cash value thereof (gainst loss or damage by both tire and to should cash value thereof (gainst loss or damage by both tire and to should cash value thereof (gainst loss or damage by both tire and to should cash value thereof or the seller's baneful, as his interest may appear, and to pay all premiums thereof or and to deliver all noticles and renewals thereof to the soller.

(3) The purchase agrees that full inspection of said real etate has been made and that neither the seller nor his oxigns shall be held to any covenant respecting the condition of any improvements thereon normals 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 openment relied on is contained beginn or is in writing and attached to and made a part of the contract.

(4) The puraliser assumes all hazards of damage to or destruction of an improvements now on said real state or hereafter placed thereon, and of the taking of said real estate or any part them of in public use, and larges 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 schuldenhation award remaining after playment of (easionable expenses of procuring the same shall be paid to the selfer and applied as payment on the purchase price herein unless the selfer elects to allow the purchaser to apoly all or a portion of such condemnation expend to the resultation or resturation of any improvements damaged by so, in taking, in once of damage or destruction from a peri insured against, the procedure is such improve 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 purchaser elects that said proceeds shall be paid to the selver for application on the putchase price herein.

(b) The selfer has delivered in segres to deliver within 15 titles of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by S. FECO 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 assurate, 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 egiate to pay, none of which for the purpose of this paragraph (5) shall be deemed calleds in seller's title.

101.11 seller's title to sais real estate is subject to an existing contract or contracts under which seller is purchasing and real estate, or any mortgage or orbit obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser that have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments payments pay talling due the seller under title contract.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33. TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLIAMETTE MERIDIAN; THENCE WEST ALONG THE CENTERLINE OF SECTION 33 A DISTANCE OF 250 FEET; THENCE NORTH A DISTANCE OF 250 FEET, MORE OR LESS, TO THE CENTER OF THE COUNTY ROAD/KNOWN AS SAUKON FALLS ROAD; THENCE IN AN EASTERLY DIRECTION ALONG THE CENTERLINE OF SAID COUNTY ROAD TO INTERSECTION WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, THENCE SOUTH TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED:
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE
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240 FEET TO THE INITIAL POINT OF THE TRACT HERERY DESCRIBED; THENCE WEST ALONG
SAID CENTERLINE 10 FEET; THENCE NORTH 250 FEET; MORE OR LESS TO THE CENTER
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ALONG THE CENTERLINE OF SAID ROAD TO A POINT NORTH OF THE INITIAL POINT;
THENCE SOUTH TO THE INITIAL POINT.

AND ALSO EXCEPT A RIGHT-OF-WAY FOR THE COUNTY ROAD KNOWN AND DESIGNATED AS THE SALMON FALLS ROAD.

(31) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required horaunder, the purchastr agrees to gly a traisonable sum as attorney's feet and all costs and expenses in connection with such suit, which sums suit be included in any jurgment or despo entered in such suit.

If the seller shall bring suit to procure an edjudication the purchasen egyers to pay a raysonable sum as attorney cost of searching recordants determine the condition of a decree entered in such suit.	n cif this termination of the 's fees and all sosts and ex- iting at the date such suit is	e turchaye's right hereunder, and luck nemes in francount with such suit, and commencial, which suppressed to include	arent is so onlered, also the resonable led in any judgment
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for the uses and purposes therein mentioned.	✓ day of May.	THORNE A ST.	, n
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