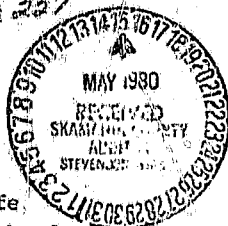


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THIS CONTRACT, made and entered into this 15th day of May, 1980
between JAMES D. ADAIR and LUCILLE G. ADAIR, husband and wife,
hereinafter called the "seller," and ROBERT D. WILSON and ROSE E. WILSON, husband and
hereinafter called the "purchaser,"

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:

Lot 4 of COLUMBIA HEIGHTS, according to the official plat thereof on file and of record at Page 136 of Book "A" of Plats, records of Skamania County, Washington.

SUBJECT to Building Restrictions and Restrictive Covenants imposed on the Plat of Columbia Heights by instrument dated November 1, 1968 and recorded June 16, 1969 at Page 491 of Book 60 of Deeds, under Auditor's File No. 71119, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is **Sixty-Four Thousand Five Hundred and no/100** dollars less any and all taxes and fees, and the same must be paid in cash or by check or money order payable to the order of the County of San Diego, California.

Thirty Thousand and no/100 is 30,000.00 Dollars Hereby

Three Hundred Seventy-Five and no/100 is 375.00

or prior to purchaser's option, on or before the 15th day of June, 1980.

and Three Hundred Seventy-Five and no/100 --- is \$ 375.00 1 Dollar

to ensure at purchaser's option, 30 or before the **15th** 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 remaining balance of said purchase price at the

rate of Twelve (12) per cent per annum from the 15th day of May, 19 80

All payments to be made hereunder shall be made at **General Delivery, McCleary, WA 98557**
 or at such other place as the biller may direct in writing.

On May 15, 1982, twenty-four (24) months after the date of the closing of this contract, the then principal and the then accrued interest shall become fully due and payable.

Seller shall deliver possession to purchaser on or before 30 days from date of closing. Seller agrees to pay purchaser the sum of \$12.50 for each day of possession beyond date of closing. Possession shall be deemed given when seller has vacated the premises and delivered keys to purchaser. Said payment shall be the sole responsibility of the seller.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter before payment of said real estate, and if by the terms of any mortgage, contract or other instrument, the assumed payment of or agreed to payment of such taxes or assessments now or then on said real estate, the

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building, PWS, and hereafter a lien on said real estate insured to the extent such value without against loss or damage by both fire and vandalism in a company acceptable to the seller and for the seller's benefit, at the interest they 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 agents of either be held to any covenant or agreement for omissions, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and

(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 action of the condemnation award remaining after payment of reasonable expenses of securing the same shall be paid to the seller and applied at payment on the purchase price herein in lesser or greater amounts as the purchaser may elect 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 making the same shall be divided to the extent of or rebuilding of such improvements within a reasonable time, unless purchaser elects to 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 certificate issued thereon, issued by SAFEOR Title Insurance Company, requiring the purchaser to the full amount of said purchase price against loss of 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

- 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 in 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 covenants to release or release forthwith, or to release and deliver to seller's title.

(b) If seller's title to said real estate is subject to an existing contract or conditions 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

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(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 of fulfillment.

Building Restrictions and Restrictive Covenants imposed on the Plat of Columbia Heights by instrument dated November 1, 1968 and recorded June 16, 1969, at Page 491 of Book 60 of Deeds, under Auditor's File No. 71119, records of Skamania County, Washington.

(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 for 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 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 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.

Seller covenants purchaser of all demands, notices or other acts in 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 to 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 due hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum 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 rendered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

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

JAMES D. ADAIR *J.D. Adair* (SEAL)

LUCILLE G. ADAIR *Lucille G. Adair* (SEAL)

ROBERT D. WILSON *Robert D. Wilson* (SEAL)

ROSE E. WILSON *Rose E. Wilson* (SEAL)

STATE OF WASHINGTON

County of SKAMANIA

On this day personally appeared before me

James D. Adair and Lucille G. Adair

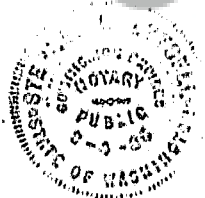
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that

they

their

free and voluntary act and deed

GIVEN under my hand and official seal this 15 day of May, 1980.



REGISTERED	☒
INDEXED	☒
FILED	☒
RECORDED	☒
COMPLETED	☒
MAILED	☒

Merlin B. Lytle
Notary Public in and for the State of Washington
Residing at Stevenson



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

No. 7508
TRANSACTION EXCISE TAX

MAY 14 1980
Amount Paid \$645.00

NAME

ADDRESS

CITY AND STATE

Skamania County Treasurer
By *[Signature]*

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <i>Stephen L. Lytle</i> OF <i>Stevenson, WA</i> AT <i>Stevenson, WA</i> MAY 15 1980 WAS RECORDED IN BOOK 78 OF DEEDS AT PAGE 228 RECORDS OF SKAMANIA COUNTY, WASH.
<i>[Signature]</i>