

THIS "CONTRACT" made and entered into this 1st day of July, 1979

Between H. ROBERT COLE and HELEN A. COLE, husband and wife,
hereinafter called the "seller," and
JOHN P. JONES and CATHY J. JONES, 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
Shamania County, P.C. of Washington:

Lot # 4 of THE WIND RIVER LOT # 2 as recorded in Book number 8 on
page no. 574 as recorded in the Auditor's office of Shamania County,
Washington.

The terms and conditions of this contract are as follows: The purchase price is FIVE THOUSAND AND NO/100
(\$ 5,000.00) Dollars, of which
ONE HUNDRED AND NO/100 (\$ 100.00) Dollars have
been paid by the purchaser, and the balance of said purchase price shall be paid as follows:
FIFTY TWO AND 66/100 (\$ 52.66) Dollars,
or more at purchaser's option, on or before the 1st day of August, 1979
and FIFTY TWO AND 66/100 (\$ 52.66) Dollars,
or more at purchaser's option, on or before the 1st 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 Ten (10) per cent per annum from the 1st day of July, 1979
which interest shall be deducted from each installment payment and the balance of each payment applied to the principal.

All payments to be made hereunder shall be made at
or at such other place as the seller may direct in writing.

The 1st National Bank of Oregon
The Dallas Branch
P.O. Box 541
The Dallas, Or. 97058

TRANSACTION EXCISE TAX

AUG 1 1980
Amount Paid \$52.66
By Shamania County Treasurer

As referred to in this contract, "date of closing" shall be July 1, 1979

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may, as 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 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 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, repairs, repairs 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 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 insurable against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be deemed to be for the restoration or rebuilding of such improvements within a reasonable time and the purchaser agrees that said proceeds shall be paid to the seller for application on the purchase price herein.

- a. Printed general terms and conditions appearing in and printed form;
 - b. Lines or encumbrances on which or the terms of this contract the purchaser is to assume, or to which the consequences hereunder is to be made subject; and
 - c. Any existing contract or contracts in or which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, not of which for the purpose of this paragraph (5) shall be the most defects in seller's title.
- (6) If other to said real estate is subject to an existing contract or a contract 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 payment is made shall be applied to the payment of the debt falling due at the time of the default.

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INSTRUMENT OF WRITING FILED BY
H. R. Smith Co.
OF Lodi, Washington
AT SPOKANE August 1 - 1900
WAS RECORDED IN BOOK 78
ON DECEMBER 1900
RECORDS FOR DEPARTMENT COUNTY, W.
J. H. [Signature]
COUNTY CLERK