REAL ESTATE CONTRACT
RECORDS 1980

VOL. 26 PAGE 514

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

between H. MONROE COLE and HELEN R. 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 Skamania County, State of Washington:

Lot # 4 of THE WIND RIVER LOTS # 2 as recorded in Book number 2 on page no. 27 as recorded in the auditor's office of Skamania 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, receipt of which is hereby acknowledged, 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 19 79 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 19 79 which interest shall be deducted from each installment payment and the balance of each payment applied on account of principal.

All payments to be made hereunder shall be made at The 1st National Bank of Oregon No. 7627
or at such other place as the seller may direct in writing. The Dalles Branch
P.O. Box 541
The Dalles, Or. 97058

REAL ESTATE EXCISE TAX
AUG 1 1980
Amount Paid $ 2.64
Skamania County Treasurer
By

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 fire 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, 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 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 expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, or, at purchaser's option, such proceeds shall be paid to the seller for application on the purchase price herein.

(5) Title is to be subject to:

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 subject to which the conveyance hereunder is to be made; and

C. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligations, all of which the purchaser agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(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 obligated to pay, and if purchaser shall make all payments in accordance with the terms thereof and perform all other covenants and conditions thereof on purchaser's part to be performed, then purchaser shall have the right to make any payments necessary to remove any default, and any payments so made shall be credited to the purchaser against payments due to the seller under this contract.

(7) Time is the essence of this contract. Should the purchaser fail to make any payment when due or within any grace period herein provided for, or fail to perform any other covenant hereof within thirty days after written notice of default from the seller, then all rights of the purchaser under this contract shall terminate at the option of the seller, and all payments made by the purchaser prior to the exercise of such option shall be retained and kept by the seller as rent for the use and occupancy of said real estate, or as liquidated damages for the breach hereof, or as compensation for the reasonable rental value of said real estate, or as compensation for any diminution in value of said real estate, at the option of the seller, and the seller shall have the right to immediate possession of said real estate and the right to enter upon said real estate and remove all persons and chattels therefrom. Failure of the seller to exercise any option herein conferred upon a default of the purchaser shall not be deemed a waiver of the right to exercise the same upon any subsequent default.

(8) Upon the purchaser's performance of all of the covenants and agreements hereof, the seller agrees to convey said real estate to the purchaser by statutory warranty deed, free of encumbrances except as herein set forth, and the seller will furnish to the purchaser at the purchaser's expense a standard form policy of title insurance in the amount of the purchase price herein, showing title in the purchaser subject only to the exceptions herein set forth.

(9) Time is hereby declared to be of the essence of this contract, and all of the terms, covenants and conditions hereof shall inure to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

Skamania County Auditor

Unofficial Copy

91039 BOOK 78 PAGE 501

(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, subject only to easements, reservations and restrictions now of record, and to any and all taxes for general use, free of encumbrances except any that may attach a lien date of closing through any person other than the seller, and subject to the following:

None 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 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 amount 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.

Service upon purchaser of 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.

H. Robert Cole (SEAL)

Helen R. Cole (SEAL)

John P. Jones (SEAL)

Cathy J. Jones (SEAL)

Wm. A. McAnally NOTARY PUBLIC SEAL COMMISSION EXPIRES JUNE 1, 1982 STATE OF WASHINGTON

STATE OF WASHINGTON,
County of Klickitat } ss.

On this day personally appeared before me H. Robert Cole and Helen R. Cole,

to me known to be the individual 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 therein mentioned.

GIVEN under my hand and official seal this 5th day of August 1979

Notary Public in and for the State of Washington,
residing at Lyle, Wash.

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME John P. and Cathy J. Jones

ADDRESS 5425 S.W. Main St.

CITY AND STATE Beaverton, Or. 97005

503-646-7763

REGISTERED
INDEXED
VERIFIED
RECORDED
COMPARED
SEALED

STATE OF WASHINGTON } ss.
COUNTY OF KLICKITAT

FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED BY H. Robert Cole
OF Lyle, Washington
AT 8:30 A.M. August 1, 1979
AND WAS RECORDED IN BOOK 78
OF Deeds AT PAGE 501
RECORDS OF KLICKITAT COUNTY, WASH.
COUNTY AUDITOR
BY Deputy

Unofficial Copy