



REAL ESTATE CONTRACT
(FORM A-1074)

BOOK 78 PAGE 502

THIS CONTRACT, made and entered into this 1st day of August, 1980
between ROSSETTA M. HOLLENBERRY DRURY and WILLIAM A. DRURY, husband and
wife
hereinafter called the "seller" and DAVID M. CONNOLLY and JEANNETTE
hereinafter called the "purchaser," M. CONNOLLY, husband and
wife

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 3 of the ROSSETTA M. HOLLENBERRY DRURY SHORT PLAT, as per Short
Plat thereof filed in Book 2 of Short Plats, Pages 7-7C, inclusive,
records of Skamania County, Washington, more particularly described
as the East One Half of the Southwest Quarter of the Northeast Quarter
of the Northwest Quarter of Section 35, Township 4 North, Range 7 East
of the W.M., lying Northerly of Blackledge Road, EXCEPT that portion
thereof lying within the North Half of the North Half of the Southwest
Quarter of the Northeast Quarter of the Northwest Quarter of said Sec-
tion 35.

The terms and conditions of this contract are as follows: The purchase price is Eight Thousand and no/100
(\$8,000.00) ----- (\$8,000.00) Dollars, of which
One Thousand and no/100 ----- 1,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Twenty-Five and no/100 ----- 125.00 Dollars,
or more at purchaser's option, on or before the 15th day of August, 1980
and One Hundred and Twenty-Five ----- 125.00 Dollars,
or more at purchaser's option, on 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 diminishing balance of said purchase price at the

rate of Ten (10)% per cent per annum from the 1st day of August, 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 P.O. Box 46, Carson, WA 98610
or at such other place as the seller may direct in writing.
Notwithstanding any other provision in this contract, no improvements
shall be placed on said real estate during the life of this contract,
except that purchasers may install approved septic system.

Purchasers shall be solely responsible for complying with all perc and septic
system regulations and requirements of Skamania County and the South-
west Washington Health District, prior to installation of septic system.
Sellers have approved perc at time of sale, but do not guarantee further
perc approval after date of this contract. Further perc approval require-
ments shall be the sole responsibility of the purchasers.
As referred to in this contract, "date of closing" shall be August 1, 1980

(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, so 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 in any
eventual 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 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 land of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a
breach 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 improvement
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 restoration or rebuilding of such improvements within a reasonable
time, unless the 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 10 days of the date of closing, a purchaser's policy of title insured in standard
form, or a commitment therefor, issued by SAFECO 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:

- Printed general exceptions appearing in said policy form:
- liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which this conveyance hereunder is to be
made subject, and
 - any existing contract of contracts under which either is purchasing said real estate, and any mortgage or other obligation, which either by
this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.
- (6) If and insofar as said real estate is subject to an existing contract or contracts under which either is purchasing said real estate, or any
mortgage or other obligation which either is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon the date,
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 by seller 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 of fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, less of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

None

(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 amounts 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 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 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.

No. 7628
TRANSACTION EXCISE TAX

AUG 1 1980
Amount Paid \$2.00

Shamania County Treasurer
by *David M. Connolly*
STATE OF WASHINGTON,
County of Shamania

On this day personally appeared before me
Drury, husband and wife,
to me known to be the individuals 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 30th day of July, 1980.

Stephen G. Lyman
Notary Public in and for the State of Washington
residing at *Stevenson*



SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

INDEXED	INDEXED
RECORDED	RECORDED
COUNTERED	COUNTERED
MAILED	MAILED

THIS DEED WAS FILED FOR RECORDERS USE.

COUNTY OF SHAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR INSTRUMENTS FILED BY <i>Stephen G. Lyman</i> AT <i>Stevenson</i> ON <i>8/1</i> 1980 WAS RECORDED IN BOOK <i>178</i> AT PAGE <i>502</i>	
RECORDED BY <i>Stephen G. Lyman</i> COUNTY AUDITOR	