

REAL ESTATE CONTRACT

RECEIVED 7/10/75
SEARCHED INDEXED SERIALIZED FILED
15th day of August, 1975.

SELLER: MARY L. GALT and LIMA H. GALT, husband and wife.

Buyer: MICHAEL J. HUGHES and YVONNE M. HUGHES, husband and wife.

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WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, all the improvements, in Skamania County, State of Washington:

A tract of land in the West Half of the Northeast Quarter (W^{1/2} NE^{1/4}) of Section 31, Township 3 North, Range 6 E. W. M., more particularly described in deed recorded at page 17 of Book 35 of Deeds, Records of Skamania County, Washington EXCEPT that portion thereof sold to the purchasers (beauty shop property) NO EXCEPT those portions thereof conveyed to Eugene Gayle Drury and John L. Lawrence; AND EXCEPT the south 150 feet thereof and that portion thereof lying southerly of the Drury tract and easterly of the west line of the Drury tract extended south (reserved by sellers).

The terms and conditions of this contract are as follows: The purchase price is FIFTY THOUSAND and No/100 (\$50,000.00) Dollars, of which FIVE THOUSAND and No/100 (\$5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of the purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Forty-five Thousand and No/100 (\$45,000.00) Dollars in monthly installments of Three Hundred Sixty-Two and 52/100 (\$362.52) Dollars, or more, commencing on the 15th day of September, 1975, and on the 15th day of each and every month thereafter until the full amount of the purchase price together with interest thereon have been paid. The said monthly installments shall include interest at the rate of seven and one-half percent (7 1/2%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at anytime they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due. Timber, with the consent of the sellers may be removed, net proceeds to apply on the purchase price. Lots may be released by deed after full approval by Skamania County Planning Board with net sale proceeds to apply on the purchase price; expenses of platting and subdivision to be for account of the purchasers.

All payments to be made hereunder shall be made at P. O. Box 46, Ichabod, Oregon 97858 or at such other place as the seller may direct in writing.

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

August 15, 1975.

(1) The purchaser assumes and agrees to pay before delinquency, all taxes and assessments, that may as between grantor and grantee heretofore become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, loan or other encumbrance, or has assumed payment, or agreed to, purchase subject to, any taxes or assessments now or hereafter 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 building now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by fire or at a premium acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums thereto and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that any improvements or buildings now existing on said real estate shall be the sole property of the seller, and the seller shall be held to no covenant respecting the condition of any improvements thereto nor shall the purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, maintenance or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to one 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 or 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, less, 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 seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver, not later than 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of the 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. Purchaser's covenants appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be void, subject, and;
- c. Any defects in title or contracts under which seller is purchasing said real estate, and any non-title or other objection, which are not set forth in paragraph (5) above, or which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(8) If seller's title to said real estate is subject to any easement, encumbrance or constraint under which seller is purchasing said real estate, or any mortgage or other financing, 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 take and pay such amounts necessary to remove the default, and any payments so made shall be applied to the payment of principal due the seller under this contract.

(9) The seller agrees upon receipt of full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a voluntary warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any poison other than the seller, and subject to the following:

- General taxes for 1976 and for all subsequent years; and
- Payment for an access road and utilities granted to John L. Gärwood with the understanding that any widening or improvement of said road shall be with the cooperation of both sellers and purchasers.

(10) 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 systems furnished to said real estate after the date purchaser is entitled to possession.

(11) 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.

(12) This 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 of his address last known to the seller.

(13) 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. 4805 *Fried P. Cotant* (NAME)

Enma A. Cotant (NAME)

Michael R. Bagley (NAME)

(SEAL)

TRANSACTION EXCISE TAX

JUN 16 1977

Amount Paid \$500

STATE OF WASHINGTON,

Skamania County Treasurer

County of Skamania by *Stevenson, J. Steele Bay*

On this day personally appeared before me FRIED P. COTANT and ENMA A. COTANT, 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

day of September, 1975.

Ruth K. Tolson

Notary Public in and for the State of Washington,

Notary Public in and for the State of Washington,

TRANSMERICA TITLE INSURING CO

A Subsidiary of
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED	X
INDEXED	X
DIRECT	X
RECORDED	X
COMPARED	X
SEARCHED	X

THIS IS TO CERTIFY THAT THIS RECORD
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THIS IS THE

INSTRUMENT OF WRITING, MADE ON

SEPTEMBER 16, 1975, BY

RONALD R. BAGLEY, FOR THE SELLER

ADDENDUM TO REAL ESTATE CONTRACT

For and in consideration of the payment of the sum of Four Thousand and 10/100 (\$4,000.00) Dollars in addition to the downpayment and the monthly installments specified in a real estate contract dated August 15, 1975, wherein Fred P. Cotant and Emma A. Cotant, husband and wife, are sellers and Michael R. Hughes and Yvonne M. Hughes, husband and wife, are purchasers, and it is agreed by and between the sellers and the purchasers that the monthly installments specified in said contract may be reduced to the sum of Three Hundred Thirty and 29/100 (\$330.29) Dollars commencing with the installment due and payable on September 15, 1976. All other provisions of the contract shall remain in full force and effect.

Dated this 15th day of August, 1976.

FRED P. COTANT

EMMA A. COTANT

MICHAEL R. HUGHES

YVONNE M. HUGHES

Addendum to Real Estate Contract
dated August 15, 1976, between
Fred P. Cotant and Emma A. Cotant,
husband and wife, as sellers and
Michael R. Hughes and Yvonne M.
Hughes, husband and wife, as pur-
chasers.