



92754

AMENDED
REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 79

PAGE 976

TO AMEND LEGAL DESCRIPTION, ON CONTRACT UNDER AUDITOR'S
FILE NO. 91529, IN BOOK 78 AT PAGE 965.

THIS CONTRACT, made and entered into this 30TH day of OCTOBER, 1980

between FREDERICK, D. MORGAN, A SINGLE MAN;

hereinafter called the "seller," and

STEVEN P. DONNELLY AND LAURA DONNELLY, 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:

ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: 1. EASEMENTS, RESTRICTIONS, COVENANTS, RESERVATIONS AND RIGHTS OF
WAY OF RECORD.2. REAL ESTATE CONTRACT DATED NOVEMBER 15 1972 RECORDED NOVEMBER 15,
1972, UNDER AUDITOR'S FILE NO. 75858; BOOK 65, PAGE 12; BY AND BETWEEN MYRO A.
AND OLIVE E. MADDEN, H/W AND ROYAL A. IVORY AND B. HARRIET IVORY, H/W.3. REAL ESTATE CONTRACT DATED JULY 14, 1973, RECORDED JULY 23, 1973
UNDER AUDITOR'S FILE NO. 76378; BOOK 65 PAGE 506; BY AND BETWEEN ROYAL A. IVORY
AND B. HARRIET IVORY, H/W AND FREDERICK D. MORGAN, A SINGLE MAN.

The terms and conditions of this contract are as follows: The purchase price is

SIXTEEN THOUSAND NINE HUNDRED AND NO/100-----\$16,900.00) Dollars, of which

THREE THOUSAND FIVE HUNDRED AND NO/100-----\$3,500.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FORTY FOUR AND NO/100-----\$144.00) Dollars,

or more at purchaser's option, on or before the 30TH day of NOVEMBER 1980

and ONE HUNDRED FORTY FOUR AND NO/100-----\$144.00) Dollars,

or more at purchaser's option, on or before the 30TH 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 therate of TEN per cent per annum from the 30TH day of OCTOBER 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
or at such other place as the seller may direct in writing.***PURCHASER AGREES TO PAY TOTAL BALANCE OF CONTRACT IN FULL ON OR BEFORE
JANUARY 1, 1996.***SELLER AGREES TO GIVE A DEED RELEASE TO PURCHASERS ON TWO ACRES OF SAID
PROPERTY AT SUCH TIME PURCHASER PAYS IN CASH IN ONE PAYMENT TO SELLER A
SUM OF \$7,000.00. THE DEED RELEASE SELLER AGREES TO GIVE PURCHASER IS AS
FOLLOWS: THE NORTH 295 FEET OF THE WEST 295 FEET AS MEASURED ALONG THE NORTHWEST
LINE OF LOT 4 OF THE FRED MORGAN SHORT PLAT FILED IN BOOK 2 OF SHORT PLATS PAGE 27.

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

(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, 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, 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 within 15 days of the date of closing, a purchaser's policy of title insurance 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 the conveyance hereunder is to be
made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller 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 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 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
payments next falling due the 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 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 person other than the seller, and subject to the following:

FULFILLMENT

EASEMENTS, RESTRICTIONS, COVENANTS, RESERVATIONS AND RIGHTS OF WAY 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 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.



Frederick D. Morgan
FREDERICK D. MORGAN

(SEAL)

Steven P. Donnelly
STEVEN P. DONNELLY

(SEAL)

Laura Donnelly
LAURA DONNELLY

(SEAL)

STATE OF WASHINGTON

County of Clark

SS.

(SEAL)

On this day personally appeared before me FREDERICK D. MORGAN

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

HE signed the same as HIS

free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of May, 1981

TRANSACTION EXCISE TAX

JUL 10 1981

Amount Paid 16.00

Skamania County Treasurer

By Danette Hutchings

Audrey H. Goodland
Notary Public in and for the State of Washington
residing at Washouga



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of
STEVEN P. DONNELLY
2919 N. E. 136TH AVENUE
VANCOUVER, WASHINGTON.

Registered ☒
Indexed, Dir. ☒
Indirect ☒
Recd. ☒
Mailed ☒

NAME
ADDRESS
CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON)	
COUNTY OF SKAMANIA) SS	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<u>Skamania County Title Co</u>	
OF	<u>Washouga, Wa</u>
AT	<u>2:45 PM July 10, 1981</u>
WAS RECEIVED IN	<u>79</u>
OF	<u>Deeds</u> AT PAGE <u>976</u>
RECORDS OF SKAMA	COUNTY WASH
<u>D J Messenger</u>	
<u>E. Mesford</u>	

AMENDED
DESCRIPTION
SK-12172

LOT 4 OF THE ADDITION TO THE F. J. MORGAN SHORT PLAT FILED IN BOOK 2 OF SHORT PLATS PAGE 27, SAID ADDITION TO SHORT PLAT FILED IN BOOK 2 OF SHORT PLATS AT PAGE 121, RECORDED UNDER AUDITOR'S FILE NO. 89258;

THE SOUTH 505 FEET, AS MEASURED ALONG THE WEST LINE AND AT RIGHT ANGLES THERETO OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT ALL THAT PORTION THEREOF LYING EASTERLY OF THE CENTERLINE OF COUNTY ROAD NO. 1106 DESIGNATED AS THE WASHOUGAL RIVER ROAD;

AND EXCEPT ANY PORTION THEREOF LYING EASTERLY OF THE CENTERLINE OF OLD WASHOUGAL RIVER ROAD AS MORE PARTICULARLY DESCRIBED IN DEED DATED AUGUST 4, 1966, AND RECORDED AT PAGE 170 OF BOOK 56 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

ALSO EXCEPT THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF TOTE ROAD AS THE SAME IS ESTABLISHED AND TRAVELED OCTOBER 1, 1977;

EXCEPT ANY PORTION THEREOF LYING WITHIN THOSE TRACTS OF LAND CONVEYED TO SKAMANIA COUNTY BY DEED RECORDED NOVEMBER 19, 1974 UNDER AUDITOR'S FILE NO. 78460, BY DEED RECORDED APRIL 16, 1975, UNDER AUDITOR'S FILE NO. 79027, BY DEED RECORDED APRIL 21, 1975, UNDER AUDITOR'S FILE NO. 79053, AND BY DEED RECORDED NOVEMBER 24, 1975 UNDER AUDITOR'S FILE NO. 81432.