Pransaction in Compliance with County sub-division ordinances. skamania County Assessor - By:

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 30th

day of July, 1986 between

GLEN L. SHOFMAKER and JOYCE E. SHOFMAKER - husband

hereinafter called the "seller" and

and wife TONY W. COLE, a single person hereinafter called the "purchaser,"

Her the following described real estate with the appurtenances, situate in SKAMANIA

County.

Lot 47 of WASHOUGAL RIVERSIDE TRACTaccording to the Official Plat thereof on file and of record at Page 81 of Book "A" of Plats, records of Skamania County, Washington.

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

Free of incumbrances, except:

Real Estate contract to ROGER MALFAIT and LORETTA C. MALFAIT, dated October 30,

Right of way easement granted to LINDA L. BARKFELT CASPER and WILLIAM HAROLD CASPER, dated January 28, 1985

On the following terms and conditions: The purchase price is Fifteen Thousand and no/100 (\$15.000.00) dollars, of which (\$15,000.00) dollars One Thousand and no/100) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

One Hundred fifty seven and eighty three/one hundred---- (\$157.83) Dollars or more at purchaser's option on or before the first day of September, 1986 and One Hundred fifty seven and eighty three/one hundred----(\$157.83) Dollars or more at purchaser's option on or before the first day of each succeeding calendar month. The purchaser further agrees to pay interest on the diminishing balance of said purchase at the rate of 10 percent per annum from the 31st day of July, 1986, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Purchaser further agrees to "CASH OUT" seller no later than September 1, 1991.

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REAL ESTATE EXCISE TAX 5EP 181986

PAID 160.50 + 3.21 Denatt

SKAMANIA COUNTYTHEASURER

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The purchaser may enter into possession July 31, 1986

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without preside to any other right of the seller by reason of such failure. prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

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deed to the property, excepting any part" deliver to the purchaser a which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue he reafter through any person other than the seller.

The seller agrees to furnish a Commonwealth Land Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance nereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights herzunder, terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements place i upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of scarching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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 receips requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Glen J. Shoengken	(Seal
Glen J. Shoenaker Juny W. Gle	(Seal
Jones W. Cole	(Seal
0	(Seal

STATE OF WASHINGTON. On this day personally appeared before me Glen i. Shoemaker, single E. Shoemaker, to me known to be the individual described in and who executed the within and irregoing instrument, and acknowledged that they are single as their free and voluntary and purposes the single and purposes the singl GIVEN under my haud in office day of July, 1986

Worne Shevens

Notary Public in and for the State of Washington, uses and purposes therein mentig residing at Washougal



Filed for Record at Request of

Name	
Address	
City and State	
B-3178	. •

THIS SPACE RESERVED FOR RECORDER'S USE.

FILED FOR REG MAY M. OLSON