Pioneer National Title Insurance Company

WASHINGTON TITLE STYLEION

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this /820 day of

July, 1974

DONALD M. ROBBLINS, an urmarried man,

hereinafter called the "seller," and RCNALD F. WEBB and MATILYN R. WEBB, husband and wife,

here/after called the "purchaser,"

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

East one half of the Northwest one quarter of the Northeast one quarter of the Southeast one quarter of the Northeast one quarter of Sention 18, Township Seven North, Range Six east W.M. Together with and subject to a 60 foot easement for ingress and egress over and across the following described property. The center line of the 60 foot easement shall be as follows. Beginning at the center line of Forest Service Road N 71 and the south line of the N 1/2 of NW 1/4, SE 1/4, NE 1/4, of Section 18 Township 7 North, Range 6 East, W.M., running easterly 80 feet east of the S.W. corner of the E 1/2, NW 1/4, NE 1/4, SE 1/4, NE 1/4, Section 18 Township 7 North, Range 6 East, W.M.

The terms and conditions of this contract are as follows: The purchase price is Three Thousand Two Hundred and (\$ 3,200.00 Dollars, of which (\$ 500.00····-Five Hundred and no/100 -) Dollars have Thirty Four and 21/100--) Dollars, , 19⁷⁴ , 1st September or more at purchaser's option, on or before the 34.21and Thirty Four and 21/100-) Dollars, ° (\$ or more at purchaser's option, on or before the day of each succeeding calendar month until the balance of said purchase prize shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9.0 per cent per annum from the 1St day of August 4, 1974, 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.



As referred to in this contract, "date of closing" shall be August 1, 1974.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter and grantee hereafter become a lien on said real estates and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or rether 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.

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 tating 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 on 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 Ponnes National 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 cald real estate as of the date of closing and containing no exceptions other than the following:

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 as to which the conteyance hereunder is to be made subject; and

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

(6) If solder's this to said real entrie is embject to an existing chainset or contracto under which soller is journabling said, real or mortgage or other obligation, which seller is to pay, soller agrees to make both payments in accordance with the terror there upon default, the preclaim shall have the right to make may payments measured to remove the default, and any payments so make be applied to the payments ment falling due the seller under this contract.

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

Easements 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 cleeking and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improviments 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 liferal purpose. The purchaser covenants to appare to pay all zervice, intuitation 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 ansum thereen from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without projudice to any other right the seller might have by reason of such default.

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 fall to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the tirse 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 estates shall be included to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waive, by the seller of any default on the part of the purchaser shall be constated as a wniver 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 has known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this centract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and emenors 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 errorses 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.

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IN WITNESS WHEREOF, the parties hereto have executed the instrument as of the definite written above
Joseph Grand (STAN)
Charles E Charles
(OEAL)
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MANAGERIA (SEAL)
STATE OF WASHINGTON,
7894130
County of Clark)
On this day personally appeared before the DONALD M. ROBBINS
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledge in fact.
he cland the same as his free and voluntary and acknowledge at the same as his
therein mentioned,
GIVEN under my hand and official seal this 294
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100 Host 13th Street Vencouver, Win. FLETCHER DANIELS TITLE CO.

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