A-181-A

Pioneer National Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15 day of August, 1975

between Robert F. Disdier and Jeanethe B. Disdier, husband & wife

bereinaliter called the "seller," and Robert D. Gross and Merdedes C. Gross, husband & wife

hereinafter tailed the "purchaser,"

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

PARCIL # 4 of SACRY PLAY # 2 described as follows:

All that portion of the North Half of the Southeast Quarter of the Southeast Quarter (Mi SEC SE4) of Section 36, Township 2 North, Range 5 E. W. N. lying easterly of the centerline of County Food NO. 1214 designated as the Snyder-Banks Road: EXCEPT the North 330 feet thereof. SUBJECT TO encements & restrictions of record.

Six hundred seventy five and 1c/100 Dollars, of which Ho/100------ (\$ 675.00) Dollars have heen paid, the receipt whereof is hereby acknowledged, and the balsace of said purchase price shall be paid as follows.) Dollars, _____ (\$ 54.00 Fifty four and No/100--, 19 75 · or more at purchaser's option, on or before the 15th day of September h day of each succeeding calendar month until the balance of said and Fifty four and To/100 ----or more at parchaser's option, on or before the 15th purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price per cent per annum from the 15th day of August 3.6 which live cas shall be deducted from each lastallment payment and the balance of each payment applied in reduction of principal. F. C. Box 96, Washougal, Washington 98671 All posments to be milde hereunder shall be made at or at such other place as the seller may direct in writing

A late rement charge of \$5.20 will be charged if contract payment is more than 10 days late. 3473

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Amount Paid......

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As referred to in this contract, "date of closing" chall be Associated 15, 1075

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assertments that may as referred to make the contract of the committee of the encumbrance, or has assumed payment of or agreed to purchase subject 10, any taxes or assessments now a liea on said real estate, the purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate instant 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, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

the seller's ocneit, as his interest may appear, and to pay an internal sheets of the seller in the seller nor his assigns shall be held to any coverant requesting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any coverant requesting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any coverant or agreement for alternations, improvements or repairs unless the coverant or agreement relied on is contained herein or is in writing and attached to and inside a part of this contract.

in writing and attached to and made a part of this contract.

(4) The purchaser asymmetal hazard 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 hereof 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 procting the same shall be paid to the seller and applied as payment on the jurchase price herein unless the salier clears to allow the purchaser to apply all or a pertion 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 injured 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 utilize a restorable time, unless purchaser electry that said proceeds shall be paid to the seller for application on the purchase of the beautiful proceeds and the seller for application on the purchase of the beautiful proceeds.

(3) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title inquisance in standard form, or a commitment therefor, issued by Powits Associations and Commitment the purchaser to the full amount of said purchase price against loss or damage by reason of definit in celler's title to taid real istate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy to m;

Liens or anguinbrances 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 contents under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this tentract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in achier'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 cortraga or other obligation, which seller is to just seller is on the such payments in accordance with the terms thereof, and upon default, the purchaser shall have light to make any payments necessary to remove the default, and may payments so made shall in applied to the payments next follow the seller indeed with contract.

(7) The seller agrees, upon reviving full payment of the punchest price and interest in the manuer above specified, to execute and deliver to purchass) a statutury sourcety

deed to said real estate, excepting, any part thereof herester taken for public use, free of encuminances except any that may attach after date of closing through any person other than the seller, and subject to the following:

No Exceptions,

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said test estate on date of closing and to retain possession so long as parchaser 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 pertilit waste and not to use, or permit the size of, the real estate for any illusal purpose. The purchaser covenants to pay all service, installables or construction charges for water, sever, electricity, garbage or other utility services turnished to said real estate after the date journable to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seiler may make such payment or effect such insurance, and any amounts as paid by the seller, together with interest at the rate of 16% per annum thereon from date of payment until repaid, shall be repayable by punchaser on seller's demand, all without prejudice 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 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 celler 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 toricited to the seller as liquidated damages, and the soller shall have eight 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, solices or either papers with respect to forfeiture and termination of purchaser's rights may be made by United fixates Mall, postage pre-paid, return receipt requested, directed to the purchaser at 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, registred hereunder, the purchaser agrees to pay a reasonable run as attorney's feet 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 reflex shall bring suit to precure an adjudication of the termination of the purchaser's rights howeunder, and judgment is see

sums soon to encoured in any judgment or decree entered in such soil.

If the refer shall bring sail to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is see entered, the purchaser agrees to pay a reasonable rum as attorney's tees and all costs and expenses in connection with such suit, and also the realizable 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 WHEREOK, the parties hereto have executed this lastrument as of the date first written above.

(SEAL) STATE, OF WASHINGTON, County of Clark On this day personally appeared before me. Robert F. b' ler and Jeanette B. Modfer

to me known to be the individual & described in and who executed the within and foregoing instrument, and acknowledged that their they free and voluntary act and deed, for the uses and purposes signed the same as therein mentioned.

GIVEN under my hand and official seal this

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/ 5 the day of August, 1975 tanied Spricelicke Notary Public in

redding w. Vancouver, Cashington

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