Pienser National Title Insurance Company

WARRINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THE CONTRACT made and entered into this 30th

day of 30th of July, 1976

between JAM D. COLLING jr. and IMMA B. COLLING, husband and wife

permatter called the "arder," and DAMRY EURING "DWAFD and MARY L. KOVARD, has sond and wife

establish to but the "burchaser."

WINESETH: That the seller agrees to sell to the procheser and the purchaser agrees to purchase from the seller the following SKAHANTA County, State of Washington: cribed real estate, with the appurtenances, in

The terral and conditions of this contract are as follows: The purchase prior is

-bousand Five number and No/100 Dollars is worthly payments and installments of One hunared twenty-five an Lo/100 Dollars, or more, onesenting on the let day of September, 1976 and on the let day of son and every menth thereafter until the full amount of the purchase price together with interest shall have been paid. The said minthly installments shall include interest at the rate of eight and one-half per-cent (8%) per usual computed i on the montally beliences of the unpaid pursuase price, and shall be applied first to interest and then to principal. The purchasers reserve to right at any time they are not in infault under the tirms and conditions of the contract to by without penalty may port or all of the unpaid purchase price, plus interest, the due.

The neilers or their gents take to sugrapty or representation to the small sliply of water unfacil past ray. Told real property has been classified by the elementa Sounty Assessment as latest lamburgament to ROW 34.39 and 10 subject to the provisions tasreof.

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3	name for himsening on our more.		AND ADDRESS OF THE PARTY.						
i	or at such other place a	a the setter may direct	in water	The Same a	J. D. 187 W	the selection of			
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(1) The purchaser assumes and acrees to pay before to imprency all taxes and asset ments that may at between granter and granter after become a first on a said real relate; and if by the terms of the imprent the purchaser has assumed payment of any mortgage, read to take a membrance, or has assumed payment of or a said to purchase subject to, any taxes or associated now a lien on mild estate, the purchaser agrees to may the same include account of a special payment.

The purchaser agrees, and the purchase price is fully paid, to keep me buildings now and hereafter plant on and real evant to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for levels benefit, as he interest may appear, on to pay all reembures therefor and ' deliver all policies and receiveds correct to

the source.

(3) The purchaser surgers that full impection of said real estate has been made and that neither the offer nor his assigns shall be held to any common respecting the condition of ar improvements thereon has shall the purchaser or seller so the assigns of either be held to any common or experies and so the covern real error agreement reflect on is contained herein or is writing and attached to age made a part of this contract.

(4) The purchaser surgers and the contract of the covern real error agreement reflect on is contained herein or is writing and attached to age made a part of this contract.

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

(4) The purchaser accumes all basards of damage to or destruction of any improvements now on said real estate or bereafter placed there on and or the taking of said real estate or any part thereof for public use; not agrees that no such damage, destruction or taking shall constitute a rainter of consideration. In case any part of said real estate is taken for consideration. In case any part of said real estate is taken for building use; the purise of the condemnation award consistent of account of the condemnation award consistent of the condemnation award to the relation of the condemnation which is any improvements damaged by such taking. In case of domage or destruction from a part income against. The precedent made account of the resonance consistency of the part of such as a masser of the condemnation within a masser of the case of domage or destruction from a part income against. The precedent made may recome a such as a masser of the case of the said provided shall be devoted to the relation or reducing of such massers within a masser of the case of the said provided shall be devoted to the reflect for application on the purchase price herein.

(3) The reflection of the damage of the case of t

(f) The relie: has delivered, at agrees to deliver within 15 days of the lare of closing, a purchaser's policy of 11th Incorance to anticed forths, or a constitution of therefore, hasted by former bostoces first broaden a consent, most significant to the fall amount of processing pressuring the prechaser's the fall amount of in purchase precipitates the new of days and of direct a selfer's title to add end outsite at at the fallowing and containing no containing and the fallowing appropriate appropriate appropriate appropriate processing appropriate former descriptions, appropriate the processing appropriate appropriate appropriate appropriate fallowing and performer than perchaser is to assesse, or as we which the conveys are herecolves in the new of resigners, and

Any referring anothers or constructs under which seller is passionable talk real retain, and any mortgape or a her objection which her take purps or of the purgraph 15) shall be deserted defects it reflers talk

(6) It sellers this to said real estate is subject to an existing contract or corrects under which seller is purchasing said real sainter or any mortgage or other obligation, which seller is us pay, eller agrees to make such payments in accordance with the terms thereof, and upon default, the purchase field have the right for ranke shy payments necessary to remove the default, and any payments so condected to the payments near falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the Cannor above excelled, to execute ask deliver to purchaser a statutory warranty detal to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach ofter aits of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the principal shall be a utilised to possession of taild real estate on date of closing and to retail possession to long as purchaser is not in default heretooder. This previous coverants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and an above or details about of, the real estate for any illenal purchaser foremants to pay all service, installation or construction changes for water, sever, electricity, gathage or other utility services turnished to said real estate after the date purchaser is entitled to possession.

(6) 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 each insurance, and any amounts so paid by the seller, tyeither with interest at the rate of 16% per annum thereon might have by reason of such default.

(1) It is presented this content, and it is according to the content, all without prejudice to any other right the caller might have by reason of such default.

RECORDED:

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wight 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 for comply with or perform any condition or agreement hereof or to make any payment required heremather promptly at the time was in the attainer berein required, the celer may elect to declar all the purchaser's rights hereunder terminated, and dron his doing so, all payments and by the purchaser hereunder and all improvements planed 1, on the real estate shall be desired to the state, as liquidated dozanes, and the seller shall have tight to re-inter and take possection of the celestrate, and no wa'k. In the seller of any default on the rare of the purchaser shall have tight to re-inter and take possection of the celestrate, and no wa'k. In the seller of any default on the rare of the purchaser shall be re-intered as a waiter of any subsequent default.

Service upon purchaser of all derivates, notices or other paper, with regrect to ferfeiture and termination of purchaser rights may be made by University shall, postage pre-public return receips righted directed to the purchaser at his address less known to the celler.

(11) Upon celler's election to doing suit to victore any covenant of this contract in bedien to, to tolicit any payment required hereunder, the purchaser agrees to pay a recombin sum as attorney's fees and all to is and expenses in connection with such suit, which sum as allowed to the purchaser agrees on a remember which connected which sums shall be considered the purchaser agrees on a connection with such suit, and also the reasonable cost of exerction growth to determine the violation of the at the does such that to commenced, which sums shall be abled to be an interest or which are such states and such as the purchaser agrees or which are such suit to commenced, which sums shall be

included in any judgment or	derive entered in such suit.	the disc such suit is commenced, which cams shall be
IN WITNESS WHERE	OF, the porties herete have executed this instrumen	t as of the date first written above,
STATE OF WASHINGTON County of Conditions of On Ulis day personally as	peared below me J. c.: Joi La	Marchael (SEAL) MARCHAEL (SEAL) MARCHAEL (SEAL) MARCHAEL (SEAL) MARCHAEL (SEAL) MARCHAEL (SEAL)
	dual S described in and who executed the within a	
	igned the same as their free	and voluntary act and deed, for the uses and purposes
therein mentionad.	· ·	
GavEN under my hand a	1212	obin in and for the State of Washington,
	TRANSACTION EXCISE TAVASTING	a College
82843	SER 1 0 1976 Amount Varid / So Skamania County Treesurer By Dillering School Registration	
	HATE OF WASHINGTON	
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- A The second s	LECCETTS OF CHAMANIA COUNTY, WASIL	Filed for Record at Bequest of

122-22

CITIONY ATTACK

MACANDO RECOITA

TILL INSURANCE

The terms and conditions of this contract are as follows: The purchase price is 1 Dollars, of which FIFTEEN THOUSAIN AND NO/100 - - - * - - - - -(\$ 35,000.00) Dollars bave

ONE THOUSENED FIV. H. MER D. AND NO/100 - ... (\$1,500.00) Dollars bay been puld, the receipt whereof is hereby acknowledged, and the balance of sald purchase price shall be pald as follows:

By purchasery agree to pay the balance of the purchase price in the sum of Thirteen beauting. The purchase price in the sum of Thirteen shousand Five hundred and No/150 Dollars in monthly payments and installments of One hundred twenty-five and no/100 Dollars, or more, commencing on the let day of September, 1976 and on the lot day of each and every month chereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly isotallments shall include interest at the rate of eight and one-half per-cent (8%) per amum computed u on the monthly balances of the unpaid surchase price, and shall be opplied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of the contract to pay without penalty may part or all of the unpaid purchase price, plus interest, then due.

The sellers or their agerts make no warranty or representation to the availability of water on said property. Baid real property has been classified by the sk maria Jounty accessor as forest land purcuant to RCW 84.35 and is subject to the provisions thereof.

The 1976 Real Lat to same will be pro-rated between sugars and dellers by Dec 1,1976

All payments to be made hereunder shall be made at #0110.	O	homo	ąt.	3	MPO	22R	Strunk	Rd.	dachoùgal, dach
or at such other place as the seller may direct in writing.		24	1711	t	1,19	376		3	

(1) The purchaser assumes and agrees to may before delinquency all taxes and assessments that may as between granter and grantee hereafter become a firm on said real estate, it d if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other continuous, or has assumed payment of or agreed to purchase subject to, any laxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(1) The purchaser reasons with the market of the purchase of the purchaser of the purchaser of the purchaser of the purchaser.

(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 beneat, as his interest may appear, and to pay all premiums therefor and to stativer all policies and renewals thereof to

(3) The purchaser sures that full impection of sald real estate has been made and that neither the seller nor his assigns shall be held to any towerant expecting the condition of any improvements thereon nor shall the purchaser or soller or the assigns of either be held to any coverant or appropriate for alterations, improvements or applies the coverant or agreement relied on is contained herein er is to writing and attached its and made a part of the contact.

In writing and attached is and made a part of this contact.

44) The purchaser issuers all learness of damage to be destruction of any improvements now on said real estate or hereafter placed theorem, and not 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 condomnation award or remaining, after pay-was of reasonable expenses of proturing the same shall be paid to the seller and applied as payment on the purchaser pane herein unless the seller elects to allow the purchaser to upply all or a partion of such condomnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a part insured against, the proceeds of such sundance remaining after payment of the reasonable stone of procuring the same shall be devoted to the restoration or rebuilding of such is powerments within a reasonable time, unless purchaser elects that said proceeds shall be paid to the saler for application on the carries agree here here. artitam prige herein.

The color has delivered, or agree, to deliver within 15 days of the date of closing, a purchaser's policy of title fosurance in standard from, or a commitment therefor, found by Postes National This issues a Course, insuring the purchaser to the full amount of said purchase parts or interest parts or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no executions other than the following:

a. Printed general exceptions appearing in said policy form,
b. J.van 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

c. Any existing contract or contracts under which seller is parehusing said rest 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 filte.

Heringian at the South 1/4 occurrer of thetion 8, Township 1 morth. Mange 9 heat, Milliamette Hericika, said point being a brase meanment in the right-of-way of boll Center Head; Thomas North 010 58: 31" East along the center of Section 8 Thones forth 012 30.64 fact to the Northwest corner of the a distance of 1399.64 fact to the Northwest corner of the Southwest 1/4 of the Southeast 1/4; Thence North 88° 00' 00" Last along the Morth lime of the South 1/2 of the Southeast 1/4 of or Soction 8 a cistance of 1379.43 feet to the true point of bedinning of Parcel I (one); Thence North 090 31.51 East a distance of 1230.98 feet to the center line of Mt. Pleasant Road and a point on a curve to the left; Theore along the arc of the curve d distance of 142.83 feet through a central angle of 80 35 12 with a radius of 954.98 feet (the long chord of which bears South 300 30: 13 East city has a langth of 142.69 feet); Thence South 760 30: 08 East city has a langth of 142.69 feet); Thence South 760 30: 08 East city has a langth of 142.69 feet slong the south of 03 08 East city has a langth through bouth 020 50: 51 West a distance of 1240.50 feet to the foile 1/2 of the fourth of the distance of 1240.50 feet to the foile 1/2 of the fourth of beginning, containing 10.02 sords.

(8) to this a uniform date is provided to an incident the condent the purchase coverants to keep the buildings and other improviments on eith real estate in good repair and not to permit waste and not to use of permit the east of, the real estate in good repair and not to permit waste and not to use of permit the east of, the real estate for any illeval purpose. The purchaser coverants to tay all service, installation or construction charges for water, elevativity, garbage or other utility and to said real estate after the date purchaser is entitled to persusion. 10) In one the purchaser fails to make any payment herein provided or to maintain insurance, as herein reported, the refler mely make the payment or effect such insurance, and any amounts so paid by the order, begather with interest at the rate of 10% per manumitherents. I man date of 100m per and 100m per manumitherent or seller's demand, all without prejudice to any other right the culter. might have he recon of such default Ally kind is of the exerce of this contract, and it is accord that in case the participar shall still to comply with or perfected any confidence of the exerce of this contract, and it is accorded to the first and in the manner herein required the coller may clear to declare all the purchasers rights however, the contract and open his dome so, cell resuments made by the purchaser hereinfor and all improvements placed upon the real catal stall be succited to the seller as familiated damages, and the seller shall have right to menter and take possession of the real catals, and no waiter by the eller of any delaysh up the part of the purchaser shall be constructed as a major of our enterport delt. have right to tracker and the possession of the control of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to ferfeiture and termination of purchaser's rights may be made by United States Mail, postage pre paid, return seceipt requested, directed to the purchaser at his address hast known to the celler (11) Upon sader's election to bring suit to enforce any covernal of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's free 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 ourchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sam as attorney's free and all costs and expenses in connection with such suit, and also the examable cost of exactling 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 95 of the date first willien above, (SEAK) (SEAL) STATE OF WASHINGTON County of On this day personally appeared before to: Jack J. Collins of an iran A. Collins to me known to be the individual G. describes in and was excited the within and foregoing instrument, and acknowledged that they cheir signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official scal this TRANSACTION EXCISE TAXABiding at. SEP 1 0 1976 Amount Paid / SD 2 82843 Skamania County Transurer HATE OF MASHINGTON ! LE. COUNTY OF SKAMA! A HEREBY CERTIFY THAT THE WITKEN INSTRUMENT OF WRITING, FILED BY OT REGISTERED INDEXCO: DIR INDIRECT Filed for Record at Request of RECORDED: 10000 YMARIMOD RODITA COMPARED COUNTY AUDITO

PIONEER WATIONAL TITLE INSURANCE

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