REAL ESTATE CONTRACT

20th awar September, 2976 THE CONTRACT and and entered by

dwee Warren S. Sawyer & Buth M. Sawyer, husband & wift

minuter and the "alon" of William C. Sowles & Lortta G. Sowles, husband & Wife

enterfor called the "purchages,"

WITNESSETT . That the solar agrees to sell to the purchaser and the purchaser agrees to post-of from the salar the following County Late of Washington. Skamasta Augiculus at the Cuturest Corner of the Saun Half of the Mortheast Cunrie (1977) of section 20 Township (November 20 Township (Novembe thence of the control sartles arly

the state of the state of the hundred of the state of the 4-4017,900.00 A) Dellars lave The Committee of the Co been justed the market formed to benefit extensive belond, and the balance of sold purchase price that he publicate belows) Dofas. Av el Catober 1107.00 1 Delin. 204% The transfer of the second of of all made other policy as the other may three in writing. any and all mentions believes on September 2011, 1983 heal) become que ami cayable o ball.

series will a lot a Deed to present of Mutual cases upon the reduction of the principal had been at least to thousand do are (\$2,000.00). Committee of the second

As referred to in this contract, "date of change that be Latte to "Cott. 2014, 1976.

(1) The purchases assumes and agrees to pay bolt is delinquintly all taxes and assessments that may an between grantor and grunter formed to purchase a loss we said real state, and it by the forms in this contract the purchase has assumed payment, of or a real to purchase subject to, any times or assessments now a lies on and estate, the purchases agrees to pay the purchase price is only 1, by a keep the buildings now and hereafter placed on said real state.

(1) The purchases agrees, until the purchase price is only 1, by a keep the buildings now and hereafter placed on said real state integers to the actual cande cande them. Some of damages by a "1, here and windstorm is a company acceptable to the self-scand for the self-scand only the said cande cande them."

the seller.

(3) The purchaser agrees that full imprection, of said real exists not been made and that neither the seller nor his assess shall be held to to say covenant excepting the constitute of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to to say covenant or agreement or agreement or in constitution of the constitution of the covenant or agreement relied on is constituted to and made a part of this constant.

in writing and attached to and made a part of the centrant.

(4) The purchaser assumes all baranch of description of any improvements now as at real state or bereatter placed thereon, and of the taking of said real estate or any part branch for the constitute a failure of consideration, the case any part of add real estate for public use, the portion of the constitution or taking deal constitute a failure of consideration, the case any part of add real estate is taken for public use, the portion of the constitution award to the constitution of any improvement of reasonable expenses of procuring the same shall be paid to be seller and applied as payment on the purchaser to apply all or a portion of such condemnation award to the rebuilding or restorable series unless the seller since allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restorable or remaining after payment of the reasonable repress of greatering the same shall be devoted to the restorable repression of procuring the same shall be devoted to the restorable or rebuil tong of such insurance remaining after payment of the reasonable repress of greatering the same shall be devoted to the restorable repressions to the state of procuring the same shall be devoted to the seller for application on the neglectors within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the surface procuring to the same shall be proceed as the same of the same shall be proceed as the same of the same shall be proceed as the same and containing many processing the same shall be reasonable times of the same of the same shall be same shall be same as the same of the same shall be same as the same of the same of the same shall be same as the same of the same of the same shall be same sh

Printed general ecoptions appearing in said policy form;

Leaver encumbraters which by the terms of this contract the purchase is to seaten, or as to which the conveyence have and to be readentyles;

In the readentyles; and Very estating contract ar contract under which salls, is purchasing said real exists, and any mortgage or other obligation, which was a by this contract agrees to pay, none of which has the purpose of this paragraph (5) shall be demand defects in other title

REAL ESTATE CONTRACT

20th day of September, 1976 THIS CONTRACT, made and entered into this

between Warren S. Sawyer & Ruth M. Sawyer, husband & wife

bereinafter called the "seller," and William C. Sowles & Izetta G. Sowles, husband & w'fe

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 County, State of Washington: described real estate, with the apportenances, in Skamania Reginning at the Southwest corner of the East Half of the Northeast Quarter (E% NE%) of Section 20, Township 2 North, Fange 5 E. W. M.; thence north 1°23'48" east along the west line of the East Half of zaid Northeast Quarter (E% NE%) 1,237.60 feet to the true point of beginning: thence continuing north 1°12'57" east 745.29 feet to the south line of the North Half of the Northeast Quarter of the Northeast Quarter (N% NEW NEW) of said Section 20; the ce south 88 12'57" east along said south line 654.18 feet to the center of a private road man particularly described on a port plat approval recorded at pages 63 to 43J of Book 1 of Short Parts under Auditor's File .c. 62512. Records of Skamenia County, Washington; thence will be the center of said roud to a moint which bears south 60 12'97" cant of the true bear made; thence worth 80 12'57" west 5%.71 feet to the true wint of begins in LOID

nine hundred) Dellars, of which The terms and conditions of this contract are as follows: The purchase price is *1 30/1/6-1 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: .00) Dollars, number of the and not . 19 76 . day of Cot ber er more at purchaser's option, on or before the . (C) .) Dollars, and One nundred nine and no/1/0 ----

day of each succeeding calendar month until the befance of said or more at purchaser's option, on or before the Substitution day of each succeeding calendar month until the bulance of said purchase price shall have been fully paid. The purchaser further acrees to pay interest on the diminishing balance of said purchase price day of September per cent per annum from he which interest shall be deducted from each indigitiment payment and the balance of each payment applied in reduction of principal All payments to be made hereunder shall be male at With St. Vencouver, ashington (5) . or at such other place as the seller may direct writing.

ter 20th, 1963 and become a sunt of the Any and all received in Tull.

the acre of Natual CH CE sellers with trant. Deed to principal before the least someof to Sellers wi

As referred to in this contract, "date of closing" shall be 114, "bor 20th, 1976.

(1) The purchaser assumes and agrees to pay before deling ency all taxes and assessments that may as between , into 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 (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 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 insured to 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 sele

(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 rovenant 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

(a) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or bereafter 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 constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award reasoning after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchaser 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 pertil insured against, the proceeds of such insurance constructs 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 restoration becomes improvencents within paretials frice become

(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, based by reason of the total purchaser to the full amount of said purchase price against less 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;

h. Liens or encombrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance horeunder is to be adequated, 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 agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If solur's title to said real entrie is a bject to an elising notion; or optimits make which sales is provided an analysis or other obligation, which seller is to pay, after agent to walls but to be present in recombine with upon obtain, the purchaser shall have the right to make any proposals necessary of a receive the default, and any to be applied to the purchasts near thing the last maker last context.

(?) The seller agrees, upon receiving full payment of the purchase police and historist in the maximus along applicable to rescuise with deliver to purchasers statutory warranty fullfillment then for public use, false of encumbrances or cost any that may alach after date of closing through may person when then the seller, and subject to the following:

none 4

(8) Unless a different date is provided for hereix, the prichaser shall be callfield to possifion of said real estate on date of closing and to retain possision so long as purchaser is not in default hereander. The purchaser covenants to keep the buildings and other imbrove-mants on eald real estate in good repair and not to to extract the purchaser covenants to pay all cervice, installation of construction charges for water sever, the tricitity garbupe or other villity services furnished to said real estate after the date purchaser is initiated to possession.

(9) In case the purchaser falls to make any payment hereia provided or to main tain insurance, as herein required; the seller may make such payment or effect such insurance, and any amounts so poid by the seller, together with interest at the rate of \$100% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to law other right the seller might have by reason of such default.

(10) When is of the essence of this contract, and it is agreed that be case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required, the seller may all improvements placed a fon the real estates and under the payments made by the purchaser herein order and all improvements placed a fon the real estates and the best of any default on the part of the purchaser shall have right to re-enter and take possession of the real estates and no waiver by the seller of any default on the part of the purchaser shall have right to re-enter and take possession of the real estates and no waiver by the seller of any default on the part of the purchaser shall have right to re-enter and take possession of the real estates and no waiver by the seller of any default on the part of the purchaser shall have right to re-enter and take possession of the real estates; and no waiver by the seller of any default on the part of the purchaser shall have only to part of the purchas

If the seller shall bring suit to preser an adjudication of the termination of the turcuaser's rights hereader, and judicant is so entered, the purchaser agrees to pay a masonable sum as attorney's fees and all costs and expenses it 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 herety have executed this instrument as of the date first partites above

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STATE OF WASHINGTON,	OF OF CHANGE		
County of Clark	2/00/2	-	- 1
t)n this day personally appearer, befo	me me Warren J. Sa	yer & Ruth N. Sawy	er
to tre known to be the individual. 3 desc			
they signed the se	me as their	free and voluntary act	And deed, for the uses and purpose
GIVEN pader my hand and efficial s	cal this 20th	dayof September, 1	276
S. II	(,000.	I do in	hedlinker.
No muum	4288	Notary Public on and for th	t State of Washington,
THANSACT	HON ENGISE TAX	residing at	tur, Kashington
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ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

HUDLYSKY REALTY 12312 N. 71. 76th St. Vancouver, Washington 98662

	COUNTY OF SKAMANIA
Ì	I HEREBY CERTIFY THAT THE WITHER
	MATRUMENT OF WRITING, PRED BY
	0 - Zane Ola N 2 00 M 10 - 25 076
	WAS RECORDED IN BOTH
	ALECAL AT TANKS TO MANAGE TO STRONG OF SKAMANIN COUNTY, WASHA
	COUNTY AUDITOR

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(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 residue full research of the contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deed to said real estate, excepting any part thereof hereafter deliver to purchaser a statutory warranty Fullfillment deed to said real estate, excepting any part thereof nerestrer 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: none.

(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 pussession so long as purchaser is not in default becauser. 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.

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 rounds, 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 of fault.

Service upon purchaser of all demands, notices or other papers with respect to be recitive and termination of purchaser's rights may be made by United States Mail, postage pre-pair return recipic requested, directed to the purchaser at his address bett known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including that to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum a attorney's fees and all costs and expenses in tonnection with such sum, which same shall be included in any judgment or decree entered in such suit.

If the seiler shall bring suit to procure an adjudication of the termination of the purchaser's rights bereauder, and judgment is so

If the seiler shall bring suit to procure an adjudication of the termination of the purchaser's rights bereamder, and judiment 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 talle at the date such suit is commenced, which same shall be included in any judiment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above

IN MILYES WITHOUT	2003132355	Manten	f shouler	(SEAL)
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STATE OF WASHINGTON,	The state of the s		_ \	
County of Thereis	60199VE	•		

On this day personally appeared before me Warren S. Sawyer

to me known to be the individual is described in and who executed the within and foregoing instrument, and acknowledged that free and voluntary act and deed, for the uses and purposes their

signed the same as they

therein mentioned.

GIVEN under my hand and official seal this

Bertamber, day of 20th TRANSACTION TROISE TAX

ch Phillis Nothing Public in and for the State of Washington, residing of Vancouver, Machineton.

(1-) T 2 5 1976 Amount Paid/35

Skamania County Trassurer

By Language Class

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ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

HUDLISKY BEALTY 12312 N. E. 75th St. Vancouver, Wachington 98662

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COUNTY AUDITOR	
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