

SK-10019

THIS AGREEMENT, Made and entered into this 20th day of October, 1976
 Between Howard Wayne Osborn & Martha L. Osborn, husband and wife,
 hereinafter called the "seller," and Kenneth P. Stovner and Caroline L. Stovner,
 husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington,
 to-wit:

The south half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), and
 the North 4 rods of the Northeast Quarter of the Southwest
 Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), of Section 17, Township 1 North, Range
 5, E.W.M.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of Ninety two thousand and no/100----- Dollars (\$92000.00) of which the sum of Twenty Six Thousand Four Hundred Thirty Dollars (\$26430.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Sixty-five Thousand Five Hundred Sixty Eight Dollars (\$65568.00) shall be paid as follows:

that purchasers shall assume that certain mortgage dated June 27, 1971, executed by Howard Wayne Osborn & Martha L. Osborn, H & W, to the United State of America, acting through the Farmers Home Administration, USDA, to secure payment of the sum of sixty thousand and no/100 (\$60,000.00) Dollars and interest according to note of even date; recorded June 13, 1971, at page 58, of Book 49 of Mortgages, under Auditors File No. 73568, records of Skamania County, Washington.



No. 4333
 TRANSACTION EXCISE TAX

NOV 17 1976

Amount Paid: 23.12

Skamania County Treasurer
 By: [Signature]

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises;

2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;

3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;

4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

GARVER, GARNER & LEINEN
 ATTORNEYS AT LAW
 301 S. 2nd AVENUE
 PASADENA, WASHINGTON 99301

THE SELLER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;

2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of _____ per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;

2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, 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 of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,

COUNTY OF CLALLAM

ss.

On this day personally appeared before me

Howard Wayne Osborn, Martha L. Osborn, P. Stovner and Caroline L. Stovner, all of the County of Clallam, State of Washington.

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

GIVEN under my hand and official seal this _____ day of _____, 19____.

Notary Public in and for the State of Washington,

residing at _____

83177

REAL ESTATE CONTRACT
(INDIVIDUAL)

STATE OF WASHINGTON)
COUNTY OF SEQUIMIA)

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

ON _____

REGISTERED	INDEXED: DIR.	INDEXED: 1/1	RECORDED:	COMPARED:	MAILED:
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