REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 10th

June, 1976, day of

bétween

H. ROBERT COLE and HELEN R. COLE, husband and wife,

hereinafter called the "seller" and

WILLIAM M. THOMPSON, a single man,

hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in Washington: Skamania County.

Lot 9 of WHISPERING HILLS RIVER ESTATES according to the official plat thereof on file and of record at page 130 of Book A of Plats, Records of Skamania County, Washington.

Free of incumprances, except.

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TRANSACTION EYEISE TAX

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Reservations and restrictive covenants prohibiting pollution of the waters of the Washougal River as more particularly set forth in a deed dated August 5, 1944, and recorded September 6, 1944, at page 183 of Book 30 of Deeds, under Auditor's File No. 33574, Records of Skamania County, Washington.

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

> The purchaser agrees to pay the balance of the purchase price in the sum of Seven Thousand and Hundred and No/100 (\$7,400,00) Hollars in monthly installments of Sixty and No/100 (\$60.00) hollars, or more, commencing on the 10th day of July, 1976, and on the 10th day of each and every month thereafter for five (5) months and thereafter in monthly installments of Seventy and 93/100 (\$70.93) Dollars, or more, commencing on the 10th day of January, 1977, and on the 10th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight and one-half per-cent $(8\frac{15}{25})$ per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchaser reserves the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid jurchase price, plus interest, then due.

The purchaser may enter into possession June 10, 1976.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The pur haser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and The pur maser agrees; to pay before definiquency an taxes and assessments assumed by him, it any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seiler may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

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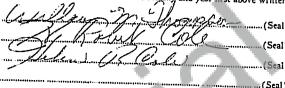
deliver to the purchaser a war anty which may have been condemned, free of incumbrances except those above mentioned, and any that may deed to the property, excepting my part accrue hereafter through any person other than the seller.

The seller agrees to furnish a Tunnsumerica Title Inturance Company standard form purchaser's title policy when the purchaser shall have paid the purchase price in full insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject,

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to payments made hereunder, and all improvements placed upon the termination of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Service upon purchaser of all stemands, 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 last known to the seller.

In Wilness Whereof the parties have signed and sealed this contract the day, and year first above written.





STATE OF WASHINGTON.

County of SKAMANIA

> On this day personally appeared before me H. ROBERT COLE and HELEN R. COLE, his sife,

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

GLVEN under my hand and official seal this

Notary Public in and for the State of Washington, residing at STEURNAUN WASHINGTON

83716

Transamerica Title Insurance Gu

A Service of Transamerica Corporation

Filed for Record at Request of

	REGISTERED
Name	INDEXED: DIR.
Address	
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City and State	COMPARED
	MAILED

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