

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 30th day of April, 1977

between H. ROBERT COLE & HELEN R. COLE, husband and wife, and ARTHUR C. BEAGLE & DOLORES V. BEAGLE, husband and wife,
hereinafter called the "seller," and PATRICIA A. ROWLAND, a single person,

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 described real estate, with the appurtenances, in Skamania County, State of Washington:

Lot #15, Marble Mountain Retreat, recorded in Book B, Page 5, records of Skamania County, Washington.

4780 Subject to easements and restrictions of record.

No.

TRANSACTION EXCISE TAX

JUN 1977

Amount Paid \$1,000.00 *for road property*

Skamania County Treasurers

By _____ The terms and conditions of this contract are as follows. The purchase price is Five Thousand, Five Hundred and No/100 - (\$5,500.00) Dollars, of which Three Hundred and No/100 - (\$300.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Payments at the rate of \$54.30 per month, commencing May 1, 1977, and each month thereafter on the first day of each month. The unpaid balance shall bear interest at the rate of 9 1/4% per annum, commencing as of the first day of May 1977, April, 1977.

Purchaser is aware that electricity, water, and road maintenance are not provided to the property, as per attached copy of plat recorded in Book "B", page 5, records of Skamania County, Washington.

Payments received by Seller ten days after due shall be assessed a late charge of \$5.00 for each payment late, each month late.

All payments to be made hereunder shall be made at Vancouver Federal Savings & Loan Association, or at such other place as the seller may direct in writing. 7415 E. Main Plain Blvd., Vancouver, WA As referred to in this contract, "date of closing" shall be _____.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied upon and against the seller because of 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 or hereafter placed 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 insured to the actual cash value thereof against loss or damage by both fire and wind, "in a company acceptable to the seller and for 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 seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereto 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 covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser agrees to defend title to or destruction of any improvement now on said real estate or hereafter placed thereon, and of the taking of and 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 remaining after payment of reasonable expenses of preserving the same shall be paid to the seller and applied as payment on the purchase 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 peril insured against, the proceeds of such insurance remaining after payment of all reasonable expenses of restoration shall be applied to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser fails to do so, in which case seller may deduct the pro rata proportion of the purchase price herefrom.

(5) The seller WILL CONSTITUTE, agrees to deliver to the purchaser a SEARCHED policy of title insurance in standard form or a commitment therefor, issued by PIONEER NATIONAL TITLE INSURANCE COMPANY, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing, and containing no exception other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens, 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 liens or encumbrances under which seller is personally liable real estate, and any mortgage or other obligation which seller has thus long since released, each of which the liability of said paragraph (3) shall be treated as if it were in seller's title.

(8) Seller's title to said real estate is subject to all existing contracts or encumbrances under which seller is義務ed to pay any amount or other obligation, which seller is to pay seller's account to buyer, and payment to be accounted with other debts and expenses due to seller, the purchaser shall have the right to make any payment necessary to remove the default, and the amounts so paid to seller shall be applied to the payments next due to the seller under this contract.

(9) The seller agrees upon receipt of full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof heretofore 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

(10) 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 possession so long as purchaser 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 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.

(11) 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 12% 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.

(12) 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 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 default.

Service upon purchaser of all demands, 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, addressed to the purchaser at his address last known to the seller.

(13) Upon seller's election to bring suit to enforce any provision of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum of attorney's fees and all costs and expenses in connection with such suit, and also 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 purchaser's rights hereunder, and judgment 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 title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

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

Dolores Y. Beagle (SEAL)
H. Robert Cole (SEAL)
Arthur C. Beagle (SEAL)
N. Robert Cole (SEAL)
Helen R. Cole (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me H. ROBERT COLE, HELEN R. COLE, ARTHUR C. BEAGLE, & ARTHUR C. BEAGLE as attorney in fact for DOLORES Y. BEAGLE to me known to be the individual described 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

25 day of April, 1977.

At the Public in and for the State of Washington,

residing at



84209

STATE OF WASHINGTON COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING IS FILED BY	
<i>H. Robert Cole</i>	
ON APRIL 25, 1977, AND IS RECORDED IN BOOK 272	
AT PAGE 206.	
AS RECORDED IN BOOK 272	
AT PAGE 206.	
COURT OF BIG MAMA COUNTY, WASH.	
COUNTY AUDITOR	
THIS TWENTY-FIFTH DAY OF APRIL, 1977.	

REGISTERED
INDEXED
NOTOTED
SEARCHED
COMPARED
MAILED

POLICE RECORDS
FINGERPRINTS
DNA
PICTURES
TENNIS INSURANCE
PIONEER NATIONAL