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## MOOK 7.2 PAGE 980 THIS DOCUMENT WAS FURNISHED THROUGH THE COURTERY OF

PICHEER NATIONAL THE INSURANCE 695-4495

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JUL 1977

## REAL ESTATE CONTRACT

SIC-101108

THIS CONTRACT, made and entened into this 27 th June, 1.977

Detween

CODY LOVELESS, a single man

hersinalies milled the "seller," and

FREDERICK D. MORGAN, a single man

havelnafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller 'Se following destribed real estate, with the appurtenances, in Skamania County, State of Washington:

The trust and conditions of this contract are as follows: The purchase price is SIMPER THOUSAND FIVE HUNDRED AND NO/10C - Deliars, of which FOUR THOUSAND FIVE HUNDRED AND NO/100 - S 4,500.00 ; Pollars have puid, the creeipt seberred is hereby atknownesses.

HIMDRED AORTY AND NO/100
The department's option, on or before the List day of Bulles 1 15 140,000 ) Dollars,

ONE HUNDRED FORTY AND NO/100
The distribution of selection of selections of selections of selections of selections of selections of selections. ONE HUMBRED FORTY AND NO/100- - or more at gurchase's option, on or before the purchase price shall have been fully paid. The purchaser further shares or pay category at the diminabling balance of sair purchase price at the rate on 8, 5 per cent per annum from the 1.5t day of 50.1y , 49.77, which interest shall be deducted from each installment payment and the brance of each payment applied in reduction of principal All payments to be unde necessider shall be made at REGERIC STREET AND SERVICE STREET AND SERVICE STREET, or at such other place as the seller may write in writing Columbia Gorge Bank, Stevenson, Wash. IT IS FURTHER UNDERSTOOD AND AGREED:

The subject property is unimproved an acreage.

Purchaser shall not pay more than 29% of the total purchase price during the year 1977. 2. The balance due and interest thereon shall be paid in full on or before

years, or by June 27, 1990.

No timber is to be cut during the life of this real estate contract.

Seller agrees to point out boundary markers of the above described property.

As reterred to in this contract, "date of chaing" abolt be assessed

11. The p-relator assume: and agrees to pow before delinquency all takes and assessments that may no between granter and prantee because a form in said across state, and if hy the terms of this contract the purchaser has assumed paymer's of any methods, anticat of other non-abstracts, or has assumed paymer's of any methods, other than the purchaser agrees to pay the same before delinquency.

12. The perchaser agrees until the purchase piles is fully paid, to keep the buildings now and becauter placed on said and estate insured to the actual cash value thereof agrees to how or changes by both fire and windown in a company couplet to the collegand of the teller's 'specify, as his interest may appear, as?' to pay all premiums therefor and to deliver all pelling and renewal, thread to the select.

the select.

(4) The purchaser excess that full inspection of said real estate has been made and that neither the getter now his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the parthers or selice or the assigns of other be held to any covenant or agreement the condition of any improvement now on said and account for alterations, improvements or repairs unless the coverest or agreement telles on as contained for on or a large of all the latter of a part of the contact.

(4) The purchaser assumes all hazard of damage to not destruction of any improvement now on said test cort for the threat, and to the talter of said at latter or my part thereon, and not the talter of said at latter or my part of gaid real crust is altered to not damage, in trustion or taking shift contained a failure of conditional of said and real entage my part of gaid real crust is taken as a partin of said, in the condemnation award remaining. For pashent of transmitted expenses on providing the cases that the condition of said said that is the said and is availed to the reduction or a transmitted at the pashed of the reduction of partin of saids and advanced to the reduction or a transmitted at the pash of the reduction of partin into the same shall be past in award to the reduction or a transmitted attention of the reduction of partin into the same shall be made agreement within a reasonable time, unless part or cleens that said provided shall be made to the relative for application of the said particles price heron.

(5) The seller has delivered, or carees te defect within 15 days of the date of clearer, a purchaser pickly of the insurance in said pash as price axinot loss or causage by reason or respect to a contact, in the particles of the that the following.

(5) The seller has delivered, or carees te defect within 15 days of the date of clearer, a purchaser pickly of the insurance in said pash as a price axinot loss or causage by reason for respect to the said and the outer of t

a. Printed general eaccidions appearing it said policy form;

b. Lines or encural ranges which by the terms of this contract the purchaser is to assume, or as to which the conveyance becomes to be reade subject; and

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is to he made subject; and

Any esting contract or contracts under which celler is purchasing said real entare, and any contracts or other obligation, which
seiler by it is contract agrees to pay, note of which for the purpose of this puregraph (5) shall be defined defects in seller's title

(6. If seller's title to a id real entary is subject to an existing contract or contracts under which seller is purchasing and real extra or any mortgage or other o digation, which seller is to gay, seller agrees to make such payments in accordance with the forms, bursul, and appropriate which has been default, the purchases shall have the right to make any payments necessary to remove the default, and any payments as made shall be applied to the payments next falling due the seller under this contract.

(?) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to excute and there to said real estate, exception one part the year beenafter deliver to purchaser a statutory we contytaken for public us. free of encumbraces except any that may attach after date of cosing through any person with a than the order, and subject to the following:

(ii) Unless a different date is previously for herein, the purch ser shall be calcilled to pussession of and east of the order and to retain possession by lane as purchaser to not in straigh hereinster. The purchaser severagns to bean the highlight and other arguments on said real solute in good repair and not in perfect waste and the locus, or perful the are or the most a for any linear purpose. The purchaser eventualities for any linear purpose. The purchaser eventualities are or the most a for any linear superpose. The purchaser eventualities are or the control of the purchaser eventualities are of the most any all arrives, purchasines or construction charges or suffer, awar, once solve a various action which is provided to said real extent after the date purchaser is emission to provide our suffer a war, once solve a various and the attitude are of the most and are also the date purchaser is emission to provide our suffer a war.

(9) In case the purchaser that he make also purchaser is entitled to governor.

(9) In case the purchaser that he make also purchaser derived provided or to make an amount of the barrier and purchaser that the purchaser and service and purchaser are after a contract of the freeze and the purchaser are after a demand of the purchaser are after a demand

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Filed for Record at Request of

AFTER RECORPING MAIL TO:

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MEGISTER ST.

The terms and conditions of this contract are as follows: The purchase price is SIXTEEN THOUSAND FIVE HUNDRED AND NO/100- - - (\$ 16,500.00 ) Dollars, of which FOUR THOUSAND FIVE HUNDRED AND NO/100- - - - (\$ 4,500.00 ) Dollars have been paid, the receipt whereof is hereby neknowledged, and the balance of said purchase price shall be paid as follows: ONE HUNDRED FORTY AND NO/100------(\$ 140.00 or more at purchaser's option, on or before the 15t day of August and ONE HUNDRED FORTY AND NO/100 - " 4" - " - - - (\$ 140.00 ' ) Dollars, 1st: day of eath succeeding raienday month until the balance of said or more at purchaser's option, on or before the purchase price shall have been fully grild. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 8.5 per cent per annum from the 15th day of "July 19 77, which interest shell be deducted from each installment payment and the balance of each payment applied in reduction of principal, or at such other place as the seller may direct in writing. Columbia Gorge Hank, Stevenson, Wash. IT IS FURTHER UNDERSTOOD AND AGREED:

The subject property is unimproved an acreage, Purchaser shall not pay more than 29% of the total purchase price during the year 1977.

The balance due and interest thereon shall be paid in full on or before years, or by June 27, 1980.

No timber is to be cut during the life of this real estate contract. Seller aggees to point out boundary markers of the above described property.

As referred to in this contract, "date of closing" shall be-

(1) The purchaser assumes and agrees to pay before definquency all taxes and assessments that may as between granter and grantee herester become a him on said real ext. (c) and it by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or expeed 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 raid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof agricus to use or damage by both fare and windstorm in a company acceptable to the seller and for the seller's beacht, as his interest may appear, and to pay all precisions therefor and to deliver all policies and a second to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assume shall be held to any covenant respecting the condition of any improvement, thereon me shell the purchaser or action or the assigns of either he held to any covenant or agreement by after the seller, improvement, or repure unless the covenant or agreement relied on is contained herein or is in writing and attacked to and made a part of this contain.

in writing and attacket to and made a part of this contact.

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a. Printed general exceptions appearing in said pole, form

h. Diens or encumbrances which by the terms or the contract the purchaser is to assume, or as it which the conveyance hereunder

Any existing contract or contracts under which seller is purchasing said real existe, 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.

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANTA COUNTY, STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND LOCATED IN THE NORTH HALE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 8 E.W.M., DESCRIBED AS POLLOWS: BEGINGING AT A POINT 100 RODS EAST OF THE QUARTER CORRER ON THE WEST LINE

OF THE SAID SECTION 17, THEIRE SOUTH 264 FEFT TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE EAST 330 FEFT; THENCE SOUTH 396 FEET; THENCE WEST 330 FEET; THENCE NORTH 396 FEET TO THE INITIAL POINT. TOGETHER WITH AN EASEMENT AND RIGHT OF WAY 12 FELT IN WIDTH AND SOUTH A DISTANCE OF 276 FELT ALONG THE WEST LINE OF THE FOLLOWING DESCRIBED TRACT; BEGINNING AT A POINT; 1980 FEET LAST OF THE QUARTER CORNER OF THE WEST LINE OF THE N 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 8 F.W.M., THENCE SOUTH 660 FEET TO THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 17, THENCE EAST ALONG THE SOUTH LINE 660 FEET TO THE QUARTER SECTION LINE, THENCE NORTH 660 FEET TO THE CENTER OF SAID SECTION THENCE WEST 660 FEET TO THE POINT OF BEGINNING.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real entate on date of closing and to retain possession by long as purchaser is not in detault hereader. The purchaser covenants to keep the buildings and other improvements on said real estate for good repair and out to perjoit waste and not to use or permit the use of, the real estate for day liberal purpose. The purchaser covenants to pay all services installation or construction changes for water, sewer, electricity, narhange or other utility services furnished to said scale state after the date purchaser is entitled to personate.

(9) In case the putchaser fails to make any payment herein provided or to maintain insurance, as herein orquired, the seller may make such payment or effect such insurance, and any amounts so pald by the seller, together with interest at the rate of 10% per annum thereon from date of payment unit repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason or such default.

mugan nave by reason of such detault.

(10) Time is of the easence of this contract, and it is agreed that in case the purchaser thall fall 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 effect 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 forteited to hestler as liquidated damance, and the relier 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 dynamids, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mall, postage pre-paid, return receipt requested, directed to the purchaser at his a blees hast known to the seller.

(11) How seller's election to himse with the reflerence my coverant of this contract including with to called into comment required.

(11) Upon seller's electron to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to gay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any integrant or decree entered in such suit.

amins amon be included in any (mignest or occree enteror in such suit.

If the seller shall bring size to produce an adjudication of the termination of the purchaser's rights bertunder, and judgment is so entered, the purchaser excress to pay a reasonable sum as atterney'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 sums 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 w   | ritten above.  |
|--|--|--|
|  | Eddy Joseph S  | (SEAL)   |
|  |  | (MAK)  |
| •  | Frederick D. M   | Maran (SEAL)   |
|  | Barraman permitak nami noonghiyar rekon na sadan na sadan sa   | (SEAL)   |
| STATE OF WASHINGTON.   | ~ (~ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \   | •  |
| County of Clark )  | W  | •  |
| On this day personally appeared before me  | CODY LOVELESS  |  |
| to me known to be the individual described in he signed the same as  | and who executed the within and foregoing instrumer his free and voluntary act and   | st, and acknowledged that<br>d deed, for the uses and purposes     |
| therein mentioned.   | 7 7  |  |
| GIVEN under my hand and official seal this   | 27 Te way of June, 19  | 77   |
| 4875   | الوم المنظم المنظمة  | A . Z.   |
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