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## REAL ESTATE CONTRACT

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695-4495

14 day of - 1977 THIS CONTRACT, made and entered into this

between H. ROBERT COLE & HELEN R. COLE, husband and wife, and ARTHUR C. BEAGLE & DOLORES Y. BEAGLE, husband and wife,

hereinafter called the "seller," and TERRY J. FLINT and WENDY J. FLINT, husband and wife,

hereinafter called the "hurchaser,"

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: Skamania described real estate, with the appurtenances, in

Lot #5, Marble Mountain Retreat, recorded in Book "R", page 5, records of Skamania County, Washington. HOL mannesses and a second

Subject to easements and restrictions a . cord.

TRANSACACH ELYES TALL AUC 1 1 1077 Skamania County Trusturer

A-1864

The terms and conditions of this contract are as follows: The purchase price is Six Thousand and No/100 Three Hundred and No/100---- (\$ 6,000.00 ) Dollars, of which ) Dollars have

) Dollars, , 19 77 , or more at purchaser's option, on or before the and Fifty Five and 18/100----- (\$ 55.18 ) Dollars, day of can succeeding calendar month until the balance of said or more at purchaser's apilon, on or before the 1st purchase price shall have been fully paid. The purchaser further agrees to pay interest on the distinishing balance of said purchase price at the rate of 9 1/2 per cent per annum from the LSt day of June , 19 77, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at Vancouver Federal Savings and Loan Association or at such other place as the seller may direct in writing, 7515 F. Frill Plain Blvd, Vancouver, WA

Purchaser is aware that electric by, 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.

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

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller not his assigns shall be held to 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 covenant or agreement selled on is contained herein or is in writing and attached to and made a part of this contact.

(4) The purchaser agrees that full inspection of any instruction of any inspection of any inspection of a part of the purchaser assumes all behaviors of contained the purchaser as a purchaser assumes all behaviors of contained the purchaser as a p

in writing and attached to and made a part of this contract

(4) The purchaser assumes all learned of damage to or destruction of any improvements now on said real state or beneather 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 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 combleration. In case any part of said real estate is taken for public use; the portion of the condemnation award to the replication of any improvement of reasonable expenses of procuring the same shall be paid to the seller against, the proceeds of ancientation of any improvements damaged by such taking. In case of damage or destruction from a peril induced against, the proceeds of ancientarions after payment of the reasonable expense of damage or destruction from a peril induced against, the proceeds of ancientarion and the proceeds of ancient insurance remaining after payment of the reasonable expense of damage or destruction from a peril induced against, the proceeds of ancient insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuildings of such improvements within a reasonable line, unless, purchaser, elects, that, said proceeds shall be paid to the restoration or rebuildings of such improvements within a reasonable line, unless, purchaser, elects that, said proceeds shall be closed to the restoration or rebuildings of such improvements within a reasonable line, unless, purchaser, elects, that, said proceeds shall be paid to the restoration or rebuilding of such improvements within a reasonable line, unless, purchaser, elects, that is, and the proceeds of the proceeds of the proceeds of the color of the proceeds of the proceeds of the proceeds of t

<sup>(1)</sup> The purchaser assumes and agrees to pay before delinquency all tator and assessments that may us between granter and grantee hereafter become a lieu on said real estate; and if by the terms of a contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxat or assessments flow a lieu on said real estate, the purchaser agrees to pay the same before definquency.

(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 (a) the actual cash value thereof agrinst loss or damage by both fire and windstress in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor at a to deliver all policies and renewals thereof to the seller.

a. Printed general except as appearing in said peticy form;

Liens of cheumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance becomes to be to be regited by the conveyance because it is no be regited to to the charles said rest saint and new nicrigage or other obligation, which

## 7.5 PAGE 257 MOOR

start is purchasing said risk such a certific with the forms through, and (6) If arther's title to said real exists is subject to an existing transact or contrasts under which all of any maritype or other abligation, which seller is to pay, seller agrees to juste much payments in accept upon default, the purchases that have the night to make any payments nechancy to resolve the default, 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 execute and deed to said real estate, excepting any part thereof hereafter 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: deed to said real estate, excepting any part thereof hereafter

NONE

(8) Unless a different date is provided for herein, the prechaser 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 an "illegal purpose. The purchaser covenants to pay all services installation or construction charges for water, sewer, electricity, garbage or other utility strokes furnished to said real estate after the date purchaser is entitled to possession.

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 (9) In case the purchaser said 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 night 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 comple with an restorm and

raight 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 required, the condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the condition or agreement hereof or to make any payment required hereunder termonated, and upon his doing so, all payments made by the purchaser sales hereunder termonated, and upon his doing so, all payments made by the purchaser has been entired and all improvements placed upon the real extate shall be intricated to the seller as a waiver of any subsequent default have right to re-enter and take possession of the real extate; and no waiver by the seller of any default on the part of the purchaser shall be construct as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfesture and termination of purchaser's rights may be service upon purchaser of all demands, notices or other papers with respect to forfesture and termination of purchaser's rights may be service upon purchaser of all demands, notices or other papers with respect to the purchaser at his addit as has known to the seller, made by United States Mail, postage pre-paid, return receipt requested, directly to the purchaser as the context any payment or decree entered in such such requests to the purchaser agrees to pay a reasonable sum as attorney's free and all costs and expenses in connection with such such and the tensorable cost of searching records to determine the condition of title at the date such and a commerce, which sums shall be included in any judgment or decree entered in such suit.

In witness where the purchaser agrees to pay a reasonable sum as attorney's free and all costs, and expenses in connection with such such and as the reasonable cost of IN WITNESS WHEREOF, the parties hereto have executed this instrument as not the date fir. ... (SEAL) (SEAL) (SEAL) STATE OF WASHINGTON, On this day personally appeared before me H. ROBERT COLE, HELEN R. COLE, ARTHUR C. and ARTHUR C. BEAGLE as attorney in fact for DOLORES Y. BEAGLE to me known to be the individual Securibed in and who executed the within and for going instrument, and acknowledged that BEAGLE, free and vo'untary act and deed, for the uses and purposes their signed the crime as they therein mentioned. GIVEN under my hand and official scal this Notary Public by and for the State of Washingto Butter Ground Scyle Ilhah Stevenson of the \$592°....20 HANDERSHOP SANAHIA I HEREBY CERTIFY THAT THE WITH PIONEER NATIONAL INSTRUMENT OF WRITING, PILED BY. TITLE INSURANCE ATICOR COMPANY Filed for Record at Request of REGISTERED S ACKOS NI DOGROSIAN ZAM AFTER RECORDING MALL TO: INDEXED: DIRE AT PAGE 25 % RECORDS, OF SKAMANU COUNTY, WASH INDIRECT 1.00 RECORDED:

COUNTY AUDITOD COMPARED MAILED

Lot #5, Marble Mountain Retreat, recorded in Book B , page 3, records of Skamania County, Washington.

Subject to easements and restrictions of record. TRANSACTION EASE TAN

AUG 1 1 1077 Amourt Paid . 260 recen) Skamania County Treasurer

) Dollars,

The terms and conditions of this contract are as follows: The purchase price is Six Thousand and No/100 no terms and continuous of this continue are as follows: And processes are (5 6,000.00 ) 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: Fifty Five and 18/100----- (55.18

. 19 77 . 1st day of July or more at nurchaser's option, on or before the and Fifty Five and 18/100---- (\$55.18 ) Dollars, or more at purchaser's option, on or before the 1St day of each succeeding calendar month sintil the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing bala'are of said purchase price per cent per annum from the 1st

which interest shall be deducted from each installment payment and the balance of each exyment applied in reduction of principal. winds interest shall be deducted from their installation payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 

Vancouver Federal Savings and Loan Association? or at such other place as the seller may direct in writing. 7515 E. Mill Plain Blvd, Vancouver, WA

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.

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

(i) The purchaser assumes and agrees to pay before delinguency all taxes and accessments that may as between granter and granter 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 ensumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessment; now a lien on said real to the purchaser agrees in your has a pay has a pay has a pay has a payment.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the huildings now and hereafter placed on raid real estate insured to the actual cash value thereof signists has a stamage by both fire and windstorm in a company acceptable to the seller and for insured to the actual cash value thereof signists has a stamage by both fire and windstorm in a company acceptable to the seller and for the seller senefit, as his interest may appear, and to pay all premiums therefor and to deliver all politics and renewals thereof to

13) The purchaser agrees that full imperition of taid real estate has been made and that neither the seller nor his assigns shell by held to any covenant respecting the conductor of any traprovements thereon nor that the purchaser or seller or the usigns of either he held to any covenant or agreement for alteration, improvement, or repairs unless the covenant or agreement for alteration, improvement, 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.

In writing and attached to and unde a part of this centrart

(4) The purchaser assumes all larger of damage is or destruction of any improvements now on said real estate or breakter placed thereof, and of the taking of said real estate of any part thereof for public use; and agrees that no such damage, destruction or saking shr a constitute a failure of consideration. In case any part of said real estate is taken for public use, the pertion of the condemnation are remaining after payment of reasonable expenses of any uring the same shall be paid to the silter and applied as payment on the purchaser remaining after payment of large and purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of superconsecutions are all any improvements damaged by uch taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the resouration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the resouration or rebuilding of such insurance remaining after payment of the reasonable time, unless taterhaser elect, that, said proceeds what he devoted to the resouration or rebuilding of such purchase price herein.

(A) The realize before the reasonable time, unless taterhaser elects that, said proceeds any techniques malley of title insurance in

purchase price nettin.

(5) The zeller bingraneoux's agrees to deliver mibiograneoux as part in the continuous policy of title insurance in standard form, or a commitment therefor, issued by the standard form of a commitment therefor, issued by the standard form of the standard form, or a commitment therefor, issued by the standard form of the

exceptions other than the following:

b. Mens or encumerances which by the terms of this contract the purchaser is to occume, or as to which the conveyance hereunder a. Printed general exceptions appearing in said policy form;

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 purpgraph (5) shall be deemed defects in seller's title

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If the seller man bring but to procure an an- entered, this purchaser agrees to pay a reasonable su the reasonable cost of searching records to determ included an any judgment or detree entered in such	m as attorney's tees and an income the condition of title at the nate such is 66.
IN WITNESS WHEREOF, the parties never	(SEAL)
	Wenned & Frant (crus)
	SFAL)
	Sold Joff (SEAL)
STATE OF WASHINGTON,	Sta 1 200
County of County of	POPERT COLF HELEN R. COLE, ARTHUR C, BEAGLE,
on this day personally appeared before as I and ARTHUR C. BEAGLE as	attorney in fact for DOLORES Y. BEAGLE
they signed the same as	their free and voluntary act and deed, for the uses and purposes
therein mentioned.	July 1977.
GIVEN under my hand and official seal this	day of free to fine
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STATE OF WASHINGTON	35
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On this day per	sonally appeared before me ARTHUR C. GLE as attorney in fact for DOLORES Y. the individual described in and who oregoing instrument, and acknowledged
BEAGLE, and ARTHUR C. BEA	the individual described in and who
BEAGLE, to me known to be	the individual described in the individual described in the congression of the congressio
that he signed the same a	oregoing instrument, and acknowledged s his free and voluntary act and deed therein mentioned.

GIVEN under my hand and official seal this 14th day of July, 1977.

Notary Public in and for the State F Washington; residing at Battle Ground, therein.