



85198

REAL ESTATE CONTRACT

BOOK 73 PAGE 226

THIS CONTRACT, made and entered into this 23rd day of September, 1977
between H. ROBERT COLE and HELEN R. COLE, husband and wife,

Hereinafter called the "seller," and JULIE A. HANKIN, a single woman,
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:

The Southeast Quarter of the Northeast Quarter of the Northeast
Quarter of Section 22, Township 4 North, Range 7 East of the W.M.,
EXCEPT right of way for County Road #21370, known as Soda Springs Road. 5235

TRANSACTION EXCISE TAX

The terms and conditions of this contract are as follows: The purchase price is Seventeen Thousand Five
Hundred and no/100 ----- \$17,500.00 Dollars, of which
Four Thousand Five Hundred and no/100 ----- \$4,500.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of Thirteen Thousand and no/100 (\$13,000.00) shall be paid
in monthly installments of One Hundred Fifty and no/100 (\$150.00)
Dollars beginning with the 1st day of November, 1977, and continuing
monthly thereafter until the whole balance of the purchase price,
both principal and interest, shall have been fully paid. The unpaid
balance of the purchase price shall at all times bear interest at 9 and
One-half per cent per annum, and from each payment shall first be
deducted interest to date and the balance shall be applied on principal.
Permission is especially granted to purchaser to make larger payments
at any time, or to pay the contract in full, and interest shall immediately
cease on all payments so made. Seller agrees to put in within a reasonable
time a rough access road with a tractor and blade approximately 200
feet to building site.

Seller agrees to pay, when assessed, any real property tax then due and
payable arising from the loss of timberland designation on said premises.

The First National Bank of Oregon, The
Dalles Branch, The Dalles, Oregon.
Star-Route-27-Box-534-Lyle-Wa-98625

All payments to be made hereunder shall be made at
or such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be November 1, 1977.

1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor
and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed pay-
ment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to pay, or is 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 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 windstorm, by 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 assigns
shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the
purchaser's assigns be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-
ment relied on is contained herein or is in writing and attached to and made a part of this contract.

4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or here-
after 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 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 procuring 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 the reasonable
expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
time unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard
form or a commitment therefor, issued by SAFECO 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 exceptions other than
the following:

- Printed general exceptions appearing in said policy form,
- Liens or 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

Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obliga-
tion 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.

(6) 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, deed of trust 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.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment 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:

Easements, restrictions and reservations of record.

(8) 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.

(9) 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 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 might 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 seller may elect to declare that 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, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which 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 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 written above.

H. Robert Cole (SEAL)

Helen R. Cole (SEAL)

Julie Hankin (SEAL)

Julie Hankin (SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me H. Robert Cole and Helen R. Cole, husband and wife, to me known to be the individual as 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.

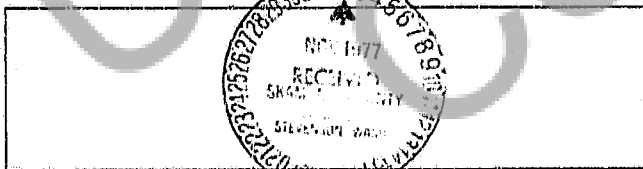
GIVEN under my hand and official seal this

1st

day of November 1977

Stephen E. Stephens
Notary Public in and for the State of Washington
residing at Stevenson

WHEN RECORDED, RETURN TO



SAFECO



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME Julie Hankin

ADDRESS P.O. Box 25

CITY AND STATE Carson, Wa 98610

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDIRECT:	<input checked="" type="checkbox"/>
RECORDED:	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

THIS STATE OF WASHINGTON RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Stephen E. Stephens OF Stevenson AT 4:00 P.M. November 1977 WAS RECORDED IN BOOK 73 OF Records AT PAGE 726 RECORDS C - SKAMANIA COUNTY, WASH.

E. Stephens
COUNTY AUDITOR
DEPUTY

85198

CONSENT TO SALE OF REAL PROPERTY

The undersigned do hereby give express written consent to the subdivision and sale of the following described real property:

The Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 22, Township 4 North, Range 7 East of the W.M.

This written consent is given pursuant to terms of a recorded contract of sale of real property dated April 5, 1977 and recorded May 24, 1977 under Auditor's File No. 84083, records of Skamania County, Washington.

DATED this 5th day of October, 1977.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this day personally appeared before me Harold W. Bialkowski and Margaret M. Bialkowski, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of October, 1977.

Harold W. Bialkowski
Notary Public in and for the State
of Washington, residing at Skamania