FORM A-1964 85443 BOOK 73 PAGE 943

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of December, 1977,

between LEONARD T. FOSTER and RUBY J. FOSTER, husband and wife,

hereinafter called the "seller," and ERNEST TOOLEY and ELEANOR A. TOOLEY, husband and wife,

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 9 of FOSTER ADDITION according to the official plat thereof on file and of record at page 33 of Book B of Plats, Records of Skamania County, Washington.

DEC 1977 RECEIVED

The terms and conditions of this contract are as follows: The purchase price is TEN THOUSAND and NO/100 - - -

(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 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 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:

(a) Restrictive covenants 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 connection 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 amount 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 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 breach on the part of the purchaser shall be considered 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 the address shown to the seller hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with any payment required sums shall be included in any judgement 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 judgement 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.

Leonard T. Foster (SEAL)

Ruby J. Foster (SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me LEONARD T. FOSTER and RUBY J. FOSTER, his wife,

to me known to be the individual s 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 4th day of December, 1972.

Notary Public in and for the State of Washington,

residing at Stevenson therein.

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED	
INDEXED, DIRECT	
INDEXED, INVERSE	
RECORDED	
COMPARED	
MAILED	

SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED IN MY OFFICE AT 11:00 A.M. DEC 13 1972 AND WAS RECORDED IN BOOK 73 AT PAGE 944 RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

BY Deputy

Unofficial Copy