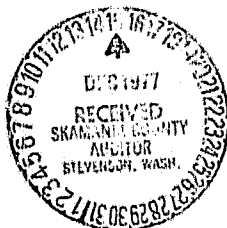


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BOOK 73 PAGE 9-9

REAL ESTATE CONTRACT OF SALE
AND
ASSUMPTION OF DEED OF TRUST



THIS AGREEMENT, made and entered into this 9th day of December, 1977, by and between GLEN SHERMAN REEVES and MARY C. REEVES, husband and wife, hereinafter referred to as SELLERS, and GERALD L. COMBS and DEBORAH L. COMBS, husband and wife, hereinafter referred to as PURCHASERS,

WITNESSETH:

The Sellers agree to sell to the Purchasers and the Purchasers agree to purchase of the Sellers the following described real estate situated in Skamania County, State of Washington, to-wit:

A tract of land in the Southeast quarter of the Southeast quarter of Section 15, Township 3 North, Range 10 E.W.M., more particularly described as follows: Beginning at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 15; thence North along the West line of the Southeast quarter of the Southeast quarter of said Section 15 a distance of 220 feet; thence East parallel to the South line of said Section 15, a distance of 106 feet; thence South 220 feet to the intersection with the South line of said Section 15; thence West 106 feet to the point of beginning. EXCEPT that portion conveyed to Skamania County by instrument dated February 24, 1970 and recorded April 7, 1970 in Book 61 at page 615, under Auditor's File No. 71981, records of Skamania County, Washington.

TRANSACTION EXCISE TAX

DEC 1977
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RECORDED

Skamania County Treasurer

By *[Signature]*

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of THIRTY-FIVE THOUSAND FOUR HUNDRED TWENTY-TWO AND 84/100 DOLLARS (\$35,422.84) of which the sum of down payment shall be the sum of FOUR THOUSAND DOLLARS (\$4,000.00), which down payment shall be payable as follows:

The sum of FOUR THOUSAND DOLLARS (\$4,000.00) thereof said down payment shall be payable at the time of the execution of this agreement,

the receipt of which is hereby acknowledged.

The balance, to-wit, the sum of THIRTY-ONE THOUSAND FOUR HUNDRED TWENTY-TWO AND 84/100 DOLLARS (\$31,422.84) shall be payable by the Purchasers by virtue of the assumption which the Purchasers herein agree to assume that certain deed of trust executed by Sellers herein on June 14, 1977, as Grantors therein said deed of trust and Safeco Title Insurance Company, as trustee therein of Box 277, Stevenson, Washington, 98648, and Commerce Mortgage Company, an Oregon corporation, as beneficiary therein said deed of trust, address: Box 4113, Portland, Oregon, 97208, which assumption of said deed of trust shall be the sum of THIRTY-ONE THOUSAND FOUR HUNDRED TWENTY-TWO AND 84/100 DOLLARS (\$3,422.84) as of date of execution of this instrument.

It is acknowledged herein that said deed of trust with the Commerce Mortgage Company, an Oregon corporation, to whom payments shall be made herein upon said deed of trust are payable in the sum of TWO HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS (\$287.00) per month with the express understanding and agreement that should there occur an increase in property taxes or insurance during the tenure of said deed of trust, then the Purchasers herein agree to assume any increase thereof as to a mortgage reserve fund required by the beneficiary herein named, to-wit, Commerce Mortgage Company.

The parties hereto acknowledge that there exists a mortgage reserve

lodged with the Commerce Mortgage Company, an Oregon corporation, as beneficiary, which sum of THREE HUNDRED NINETEEN AND 56/100 DOLLARS (\$319.56) which the Sellers herein transfer and set over unto the Purchasers herein.

The parties hereto expressly understand and agree that on or before, but no later than, eighteen (18) months from the execution of this instrument, to-wit, no later than June 10, 1979, the Purchasers herein agree to retire, assume and pay off in full the existing deed of trust hereinabove referred to and incorporated herein by reference and the Purchasers further agree to utilize all methods necessary in order to refinance the property hereinabove described covered by this contract in order to effectuate the assumption of the deed of trust hereinabove referred to in its entirety, on or before, but no later than June 10, 1979.

It is further agreed herein by the Purchaser that in the event the beneficiary herein, Commerce Mortgage Company, an Oregon corporation, after execution of this instrument shall increase the mortgage reserve requirements, then in such event, the Purchasers herein agree to assume said increase, if any, of mortgage reserve requirement in addition to the other consideration as hereinabove set forth.

Sellers herein grant the Purchasers the right to accelerate any payments of the principal or interest hereunder.

Purchasers shall be entitled to possession of the premises immediately.

The parties hereto agree to execute coincident herewith appropriate escrow instructions with the Safeco Title Insurance Company of Box 277, Stevenson, Washington, 98648, or Commerce Mortgage Company, an Oregon corporation, of Portland, Oregon, whichever escrow holder shall be deemed appropriate as determined by the beneficiary herein.

Sellers agree on full payment of said purchase price in the manner hereinbefore specified; they will deliver to the Purchasers a good

and sufficient warranty deed of said described premises.

The parties hereto understand and agree that any improvements made unto said premises by the Purchasers shall become the property of the Sellers in the event of default by Purchasers; and any improvements made by purchasers shall constitute fixtures and shall not be removed in event of default.

This contract shall not be assignable by the Purchasers without the consent of the Sellers in writing and attached hereto.

Purchasers agree to pay before delinquency all taxes and assessments that as may between Purchasers and Sellers hereafter become a lien on said premises; however, it is further agreed that Sellers shall pay all 1977 taxes and Purchasers shall pay taxes commencing January 1, 1978, which taxes are covered by the mortgage reserve fund hereinabove mentioned.

The Purchasers shall assume all hazards or damage to or destruction of any improvements now on said land or hereafter to be placed thereon and of the taking of said premises or any part thereof for public use.

Time is of the essence of this contract. In case the Purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall become due as hereinbefore provided or promptly to perform any covenant or agreement aforesaid, the Sellers may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the Purchasers hereunder shall be retained by the Sellers in liquidation of all charges sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

Gerald L. Combs
13,231 Cook-Underwood Road
Underwood, Washington 98605

or at such other address as the Purchasers will indicate to the Sellers in writing.

The Purchasers agree that full inspection of the described premises has been made and that neither the Sellers or assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the covenant to be relied upon be in writing and attached to and made a part of this contract as hereinbefore provided.

In case the Purchasers shall fail to make any payment hereinbefore provided by the Purchasers to be made, the Sellers may make such payment and any amount so paid by the Sellers, together with interest thereon from the date of payment until repaid at the rate of ten per cent (10%) per annum shall be repayable by the Purchasers on demand without prejudice to any other right the Sellers might have by reason of such default.

In the event that action or suit be brought in the contract by the Sellers against the Purchasers to enforce any covenant herein or for payment of installments or otherwise, the Purchasers herein agree to stand all costs of court and such fees as the court may adjudge as reasonable attorney's fees herein.

This indenture shall be binding on the heirs, assigns, successors and personal representatives of the parties hereto as if they were made a party thereof.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals the day and year first above written.

SELLERS:

John William Moore
Mary C. Moore

PURCHASERS:

Charles C. Moore
Chelbarch Condo

STATE OF WASHINGTON)
County of Klickitat) ss.

On this day personally appeared before me GLEN SHERMAN REEVE and MARY C. REEVES, 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 as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of December, 1977.

Notary Public for the State of Washington
Residing at:

STATE OF WASHINGTON)
County of Klickitat) ss.

On this day personally appeared before me GERALD L. COMBS and DEBORAH L. COMBS, 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 as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of December, 1977.

Notary Public for the State of Washington
Residing at:

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RECEIVED
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