

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 24th day of March, 1978,between WILLIAM D. CURRIER and DOLORES C. CURRIER, husband and wife,
hereinafter called the "seller," and CLAYTON A. BOSH and MARTHA A. BOSH, 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 2 of Block Seven of PLAT OF RELOCATED NORTH BONNEVILLE on file
and of record at pages 13 and 29 of Book B of Plats, under Auditor's
File Nos. 83466 and 84429 respectively, Records of Skamania County,
Washington.

No. 5625

TRANSACTION EXCISE TAX

MAR 20 1978

Amount Paid

Skamania County Treasurer

By *[Signature]*

The terms and conditions of this contract are as follows: The purchase price is SIX THOUSAND TWO HUNDRED and NO/100 - - - - - (\$ 6,200.00) Dollars, of which ONE THOUSAND and NO/100 - - - - - (\$ 1,000.00) Dollars have been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Five Thousand Two Hundred and No/100 (\$5,200.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the 1st day of May, 1978, and on the 1st day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight per-cent (8%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due; PROVIDED however that purchasers agree to pay no more than twenty-nine per-cent (29%) of the purchase price in the calendar year 1978.

Sellers agree to give purchasers ninety(90) days to remedy any default under this contract.

All payments to be made hereunder shall be made at M. P. O. Box Frank Johnson's Road, Stevenson, Wash. 98648, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be April 1, 1978.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, claim, or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter in 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 in repair to the actual cash value thereof against fire or damage by both fire and windstorm in 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 thereto nor shall the purchaser or seller or the assigns of either be held to any covenant of or covenanted for alterations, improvements 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.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter 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 proving 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 repairing 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, payment of the purchase price will deliver an owner's title.

(5) The seller/borrower ~~will~~ ~~has~~ ~~paid~~ ~~the~~ ~~amount~~ ~~of~~ ~~the~~ ~~purchase~~ ~~price~~ ~~in~~ ~~full~~ ~~and~~ ~~will~~ ~~keep~~ ~~the~~ ~~same~~ ~~in~~ ~~good~~ ~~order~~ ~~and~~ ~~condition~~ ~~as~~ ~~of~~ ~~the~~ ~~date~~ ~~of~~ ~~closing~~ ~~and~~ ~~containing~~ ~~no~~ ~~defects~~ ~~other~~ ~~than~~ ~~the~~ ~~following~~: ~~a.~~

- a. Printed general exceptions appearing in said policy form;
- b. 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
- 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 paragraph (5) shall be deemed defects in seller's title.

(a) If seller's title to said real estate is subject to an existing lease or contracts under which seller is lessee, and payment of any mortgage or other obligation, which seller is to pay, seller agrees to make such payment in accordance with the terms thereof. In the event of open default, the purchaser shall have the right to make any payment necessary to remove the default, and any payment so made shall be applied to the payments next falling due the seller under this contract.

(b) 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 heretofore 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) The right reserved by the United States of America to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s), if any, as shown on said recorded plat; and
- (b) General taxes payable in 1978 which will be pro-rated between the parties as of April 1, 1978.

(c) 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, gas, telephone or other utility services furnished to said real estate after the date of closing. The purchaser is entitled to possession.

(d) In case the purchaser fails to make payment herein provided for 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 12% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights the seller might have by reason of such default.

(e) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with any term or condition of agreement herein or to make any payment required hereunder promptly at the time and in the manner hereinafter set forth, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments thereafter to be made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller. In such event, 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 any demands, notices or other papers with respect to this contract and to the title to the property hereinabove described may be made by United States Mail, postage prepaid, return receipt requested, or personal delivery to the last known address of the seller.

(f) Upon seller's election to bring suit to enforce any covenants contained in this contract, all costs and expenses of suit and payment required hereunder, the purchaser agrees to pay a reasonable amount of attorney's fees, court costs and other expenses in connection with such suit. Which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 1st day of April, 1978.

STATE OF WASHINGTON

County of King

I, the undersigned, do hereby certify that the foregoing instrument was executed by me in my capacity as Notary Public for the State of Washington, and that I have caused the same to be acknowledged before me this 1st day of April, 1978, and that the same is a true copy of the original record instrument.

GIVEN under my hand and seal on this 1st day of April, 1978.

Transamerica Title Insurance Co



Filed for Record at Request of

Name

Address

City and State

SEARCHED	INDEXED
SERIALIZED	FILED
APR 12 1978	
TRANSAMERICA TITLE INSURANCE CO.	
1000 BROADWAY, SEATTLE, WASHINGTON 98101	

The terms and conditions of this contract are as follows: The purchase price is **SIX THOUSAND TWO HUNDRED AND NO/100** - - - - - (\$ 6,200.00) Dollars, of which **ONE THOUSAND and NO/100** - - - - - (\$ 1,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Five Thousand Two Hundred and No/100 (\$5,200.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the 1st day of May, 1978, and on the 1st day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight per-cent (8%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due; Provided however that purchasers agree to pay no more than twenty-nine per-cent (29%) of the purchase price in the calendar year 1978.

Sellers agree to give purchasers ninety(90) days to remedy any default under this contract.

All payments to be made hereunder shall be made at M. L. 0.02L Frank John's Road, Stevenson, Wash. 98648, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be April 1, 1978.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee 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 encumbrance, he has assumed payment of or agreed to purchase subject to, any taxes or assessments now or then 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 his actual cash value thereof against loss or damage by both fire and windstorm in 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 agents shall be held to any covenant respecting the condition of any improvements theron nor shall the purchaser or seller or lessors of either be held to any covenant or agreement for alterations, improvements 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.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and unless said 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 in the rebuilding or restoration of any improvement damaged by such taking. In case of damage or destruction from a fire insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be diverted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said money shall be paid to the seller for application on the purchase price in **reduction of the purchase price will deliver an owner's title**.

(5) The seller ~~assumes~~ has assumed a title insurance policy of title insurance in Standard form, or a commitment thereto, issued by Transamerica 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:

- a. Printed general exceptions appearing in said policy form;
- b. 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
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by the contract agrees to pay, none of which in the purpose of this paragraph (c) shall be deemed defects in seller's title.

shall be included in any judgment or decree entered in such suit, and all costs of the action to be taken by either party in connection therewith, 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

STATE OF WASHINGTON,

County of Skamania } ss.

On this day personally appeared before me WILLIAM D. CURRIER and DOLORES C. CURRIER, his wife, to me known to be the individual 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

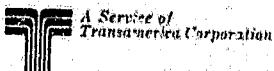
27th

day of March, 1975

Notary Public in and for the State of Washington,

residing at Stevenson, therein.

Transamerica Title Insurance Co



Filed for Record at Request of

Name:

RECORDED

Address:

City and State:

STATE OF WASHINGTON
COUNTY OF SKAMANIA, PLATNER'S USE

I HEREBY CERTIFY THAT THE VITINA
INSTRUMENT OF WRITING, FILED BY

ON 3/27/75 AT 10:45 AM MDT

WAS RECEIVED IN BOOK

ON 3/27/75 AT PAGE 42 LINE
RECORDING OF SKAMANIA COUNTY, WASH

NOTARY PUBLIC
IN THE STATE OF WASHINGTON
SIXTY EIGHT

STATE OF WASHINGTON,

County of Skamania } ss.

On this day personally appeared before me WILLIAM D. CURRIER and DOLORES C. CURRIER, his wife, to me known to be the individual 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 27th day of

March, 1975

Notary Public in and for the State of Washington
residing at Stevenson

Form No. W-16