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BOOK 74 PAGE 770

SAFECO

REAL ESTATE CONTRACT
(FORM A-1964)

SK10995
3-7-25-D-100

THIS CONTRACT, made and entered into this 11th day of May, 1978.

between DARYL L. YEAGER and JEANINE YEAGER, husband and wife,

hereinafter called the "seller," and D.Y. MANN and BEA MANN, 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:

Lots 4, 5 and 6 of Yeager Haven according to the official plat thereof on file and of record at Page 134 of Book "A" of plats, records of Skamania County, Washington.

SUBJECT to easements, covenants, restrictions and reservations of record.

The terms and conditions of this contract are as follows: The purchase price is SIXTEEN THOUSAND---------- ---------- ---------- ---------- ---------- ---------- ---------- ---------- $16,000.00 Dollars, of which THREE THOUSAND---------- ---------- ---------- ---------- ---------- ---------- ---------- $3,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred thirty---------- ---------- ---------- ---------- $130.00--- Dollars, or more at purchaser's option, on or before the 1st day of June to 78

and One hundred thirty---------- ---------- ---------- ---------- $130.00--- Dollars, or more at purchaser's option, on or before the ____ day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The unpaid ~~principal~~ balance of said purchase price shall bear interest from the date hereof at the rate of ----------9% per annum payable ~~monthly~~ on the ____ day of each month hereafter until the balance of said purchase price shall have been fully paid. The ~~principal~~ balance of each payment applied in reduction of principal which interest shall be deducted from each ~~principal~~ payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at Klickitat Valley Bank, White Salmon Branch, or at such other place as the seller may designate in writing.

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Purchaser has this date inspected the above described real estate and accepts the same in its present condition, and agrees to pay all taxes and assessments that may, as between grantor and grantee, become a lien on said real estate subsequent to the date of closing. If this contract is subject to the assumption of an existing mortgage, or contract or other encumbrance on said real estate, and any payment thereon shall become delinquent, or any taxes or assessments may become a lien on said real estate, the purchaser agrees to pay the same before delinquency.

2. The purchaser agrees, pending the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured for the benefit of the seller against loss or damage by such fire and extended coverage perils as a company acceptable to the seller and for the seller's benefit as their interests may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

3. The seller and purchaser agree that no 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 thereon nor shall the doctrine of caveat emptor apply to the benefit of either to bind 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 agrees that no such damage, destruction or taking shall constitute a failure of consideration or failure of title to said real estate or ~~failure~~ for public use, the parties to the condemnation award remaining after payment of the expenses of procuring the same shall be paid to the seller and applied as a payment on the purchase price herein unless the seller elects to terminate this contract by reason thereof. In case of destruction of any improvements on said real estate during the term of this contract, the proceeds of all insurance carried by either party on account of such destruction shall be paid to the seller and applied as a payment on the purchase price herein unless the purchaser elects to apply all or a portion of such proceeds toward the restoration or rebuilding of such improvements within a reasonable time, which election shall be made by the purchaser within ~~ten~~ days after receipt of such insurance proceeds, and the purchaser agrees to make any payments necessary over and above such insurance proceeds for the completion of such restoration or rebuilding. In case of damage to such improvements during the term of this contract, the proceeds of all insurance carried by either party on account of such damage shall be paid to the seller for application on the purchase price herein unless the purchaser elects to apply all or a portion of such proceeds toward the restoration or rebuilding of such improvements within a reasonable time, which election shall be made by the purchaser within ~~ten~~ days after receipt of such insurance proceeds, and the purchaser agrees to make any payments necessary over and above such insurance proceeds for the completion of such restoration or rebuilding. In case of damage to such improvements during the term of this contract, the proceeds of all insurance carried by either party on account of such damage shall be paid to the seller for application on the purchase price herein unless the purchaser elects to apply all or a portion of such proceeds toward the restoration or rebuilding of such improvements within a reasonable time, which election shall be made by the purchaser within ~~ten~~ days after receipt of such insurance proceeds, and the purchaser agrees to make any payments necessary over and above such insurance proceeds for the completion of such restoration or rebuilding.

5. The seller has delivered, or agrees to deliver within 30 days of the date of closing, a purchaser's policy of title insurance or standard form of 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 defects in seller's title to said real estate as of the date of closing and ~~ascertaining~~ its 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 contracts 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(c) shall be deemed defects in seller's title.

6. If title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any part thereof, or to any mortgage or other encumbrance in accordance with the terms thereof, and upon default of the purchaser the seller has the right to make any payments necessary to remove the default, and any payments so made shall be allowed to the purchaser herein as a part of the purchase price under this contract.

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(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:

SUBJECT TO

Easement to P.U.D. #1 Skamania County, Auditor's File #74178, pg. 517 of book 63 of deeds, and other easements 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 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 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 prepaid, return receipt requested, directed to the purchaser to 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.

Daryl L. Yeager (SEAL)

Jeanine Yeager (SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,)
County of Skamania) ss

On this day personally appeared before me DARYL L. YEAGER and JEANINE YEAGER, husband and 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 11 day of May, 1978.

Notary Public in and for the State of Washington
residing at White Salmon, Wash.

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

Joseph L. Udall, Attorney At Law
POB 425
White Salmon WA 98672

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED: X
COMPARED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED BY Wa. Co. Title Co.
OF Stevenson, Wash.
AT 11:00 A.M. May 15 1978
AND RECORDED IN BOOK 74
OF Deeds AT PAGE 770
RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR
BY Deputy

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