SAFECO

86484

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 74 PAGE 897

3-6-18-D-402
SK-11053

THIS CONTRACT made and entered into this 24th day of April, 1978

between H. ROBERT COLE and HELEN R. COLE, husband and wife,

hereinafter called the "seller," and WILLIAM O. ROBERTS and KAREN L. ROBERTS, 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:

The West half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter (W½ NW¼ SE¼ SE¼) of Section 18, Township 7 North, Range 6 East of the Willamette Meridian.
TOGETHER WITH and subject to easements for ingress, egress, and utilities over and across an existing road from Wilderness Drive through the South half of the West half of the Southwest Quarter of the Northeast quarter of the Southeast quarter of Section 18, Township 7 N., Range 6 E.W.M. to the West half of the Northwest quarter of the Southeast quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian.

The terms and conditions of this contract are as follows: The purchaser agrees to pay the sum of SIX THOUSAND AND NO/100 ($6,000.00) Dollars, of which EIGHT HUNDRED NINETY THREE AND 75/100 ($ 893.75) Dollars have been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows, to-wit:

SEVENTY FIVE AND 06/100 ($ 75.06) Dollars on or before the 24th day of April 19 78

and SEVENTY FIVE AND 06/100 ($ 75.06) Dollars on the 24th day of each succeeding calendar month thereafter until the balance of said purchase price and interest thereon shall be fully paid; interest on the diminishing balance of said purchase price at the rate of nine and on-half (9½%) per cent per annum from April 24th, 1978 and on each payment date thereafter; each payment applies in reduction of principal last due.

All payments to be made in advance and to the order of

First National Bank of Oregon
The Dalles Branch
P.O. Box 541
The Dalles, OR 97058

Dated this 24th day of April, 1978

April 24, 1978

Unofficial Copy

(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 as ~~herein~~ may attach after date of closing through any person other than the seller, and subject to the following

**Those of record, and Easements and Rights of Way for existing roads. Purchaser is aware that electricity, water and road maintenance are not provided to the property.**

TOGETHER WITH an easement for ingress, egress and utility purposes over and across an existing road from Wilderness Drive through the South half of the West half of the Southwest Quarter of the Northeast quarter of the Southeast Quarter of Section 18, Township 7 N., Range 6 E.W.M. to the West half of theNorthwest quarter of the Southeast quarter of the Southeast quarter of Section 18, Township 7 North, Range 6 East of W.M.

(8) Unless a different rate 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 service 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 12% per annum thereon from date of payment until repaid, shall be repaid by purchaser on seller's demand, all without prejudice to any other rights 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 prior to such election and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall thereupon be entitled to 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 deemed to be 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 hereunder may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at the address last given to seller.

(11) Upon seller's election to sue, or to defend any lawsuit arising out of this contract, including any collection, foreclosure or forfeiture, the purchaser agrees to pay, in addition to the cost as allowed by law, all attorney's fees and all costs and expenses in connection therewith, including those incurred on any appeal, which 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 this contract, and if such adjudication is obtained, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred by the seller in connection therewith, including the reasonable cost of searching records to determine the condition of title at the time such suit is commenced, which shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

H. Robert Cole (SEAL)

Helen R. Cole (SEAL)

William O. Roberts (SEAL)

Karen L. Roberts (SEAL)

STATE OF WASHINGTON,

County of Clark } ss.

On this day personally appeared before me H. Robert and Helen R. Cole, husband and 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 3rd day of May, 1979.

Notary Public in and for the State of Washington, residing at Vancouver

Unofficial Copy

84464

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

ASSISTANT
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF CLARK

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING WAS FILED BY
ON THE 3rd DAY OF May A.D. 19 79
AT 12 MIN. P. M. AND
WAS RECORDED IN VOLUME
OF DEEDS ON PAGE 898
RECORDS OF CLARK COUNTY, WASH.
COUNTY AUDITOR
DEPUTY

NAME William O. and Karen L. Roberts

ADDRESS 8805 Ward Rd.

CITY AND STATE Vancouver, WA 98662
(206-892-7213)