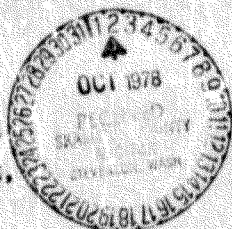




87325

REAL ESTATE CONTRACT

BOOK 75 PAGE 443



THIS CONTRACT, made and entered into this 1st day of September, 1978,
between LEONARD T. FOSTER and RUBY J. FOSTER, husband and wife,

hereinafter called the "seller," and RICHARD A. WARRICK and SYLVIA M. WARRICK,
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 FOSTER ADDITION according to the official plat thereof on file
and of record at page 33 of Book 8 of Plats, Records of Skamania County,
Washington;

TOGETHER WITH an easement and right of way for an access road leading
from the northerly corner of the said Lot 2 to the Trout Creek County
Road.

The terms and conditions of this contract are as follows: The purchase price is TEN THOUSAND and NO/100 - -
10,000.00 Dollars, of which
TWO THOUSAND and NO/100 - - 2,000.00 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 remaining balance of the purchase price
amounting to Eight Thousand and No/100 (\$8,000.00) Dollars in monthly in-
stallments of One Hundred Thirteen and 10/100 (\$113.10) Dollars, or more,
commencing on the first day of October, 1978, and on the first day of each
and every month thereafter until the full amount of the purchase price to-
gether with interest shall have been paid. Said monthly installments in-
clude interest at the rate of eight per-cent (8%) per annum and are to be
applied first to interest and then to principal on the diminishing princi-
pal basis. 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.

TRANSACTION EXCISE TAX

OCT 1978

Amount Paid \$100.00

Total Tax \$100.00

Amount Due \$0.00

Amount Refunded \$0.00

Amount Paid in Advance \$0.00

Amount Paid in Advance \$0.00

Amount Paid in Advance \$0.00

All payments to be made hereunder shall be made to P.O. Box 416, Stevenson, Washington 99454,
or such other place as the seller may direct in writing.

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

(1) The purchaser assumes and agrees to pay before deed recording all taxes and assessments that may be assessed against
and payable hereafter by or on behalf of said real estate, and if by the terms of this contract the purchaser has assumed pay-
ment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject
to any taxes or assessments now a lien 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 the actual cash value thereof against loss or damage by both fire and windstorm in a company accept-
able 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 payment respecting the condition of any improvements thereon nor shall the purchaser or seller or the
assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agree-
ment 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 here-
after 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 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 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
expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
time unless purchaser elects to that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has obtained from SAFECO Fire Insurance Company, Inc., a commitment therefor, issued by SAFECO Fire 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:

- Printed general exceptions appearing in said policy for:
- 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
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obliga-
tion, 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.

Transacted in compliance with County and State recording ordinances
Skamania County Assessor - B.C.

(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, deed of trust 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 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:

(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 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 foreclosure and termination of purchaser's rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at the 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 herein have executed this instrument as of the date first written above.

Leonard T. Foster
Ruby J. Foster 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 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

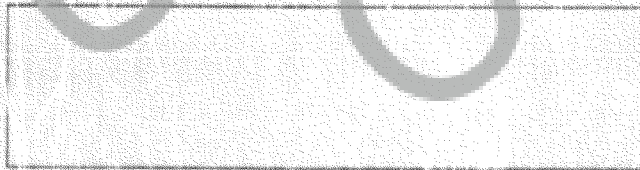
25th

day of September, 1974

Robert J. Stevenson
 Notary Public, State of Washington

WHEN RECORDED, RETURN TO

notary at Stevenson herein.



87825



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE
 COUNTY OF WASHINGTON

Filed for Record at Request of

REGISTERED	☒
INDEXED BY SFR	☒
FILED	☒
RECORDED	☒
MAILED	☒

NAME _____

ADDRESS _____

CITY AND STATE _____

I HEREBY CERTIFY THAT THE FOLLOWING INSTRUMENT OR INSTRUMENTS FILED BY L. J. Stevenson OF Stevenson AT Book 75 Page 444 WITNESS MY HAND AND SEAL OF OFFICE IN BOOK 75 ON 25th day of September, 1974. Robert J. Stevenson COUNTY AUDITOR