C. 1- 11061

REAL ESTATE CONTRACT

THIS AGREEMENT, made this 30th day of by WALTER G. THOMSON and MINNIE J. THOMSON, husband and wife herein called VENDOR, and THOMAS S. GALLANT and EDITH M. GALLANT, husband and wife herein called purchaser. Vender agrees to sell to Purchaser and Purchaser agrees to purchase that certain tract of land, and improvements thereon, situated in

CHAMMIA County, State of Washington, described as:

A THAT'S COUNTY, State of Washington, described as:

A THAT'S CO LALD IN THE NORTHEAST CUARTER OF SECTION 26, TOANSHIP SHOPE, AMIRE BE., J.M. PEGINNING AT THE CONTER OF SECTION 26;
THENGE E.S. LAUG THE SOUTH LINE OF THE NORTHEAST CLARTER, A DISTANCE
OF 1130 FRET RO THE TRUE POINT OF BEGINNING; THENCE NORTH OO 04' EAST
A DISTANCE OF 191.5 FRET; THENCE NORTH PARALLAL WITH THE WEST LINE
COTTUE NORTHEST CLARFOR TO A POINT ON THE SOUTH DINE OF THE NORTHWEST
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CHAPTER OF THE MORE REAST LINE OF THE NORTHWEST CHARTER OF THE NORTHEAST CLARFOR A DISTANCE OF 150.0 FEET; THENCE EAST PARALLEL WITH THE
SOUTH LINE OF THE SOUTH SET CLARFOR A DISTANCE OF 590.0 FEET; THENCE
SOUTH LINE OF THE SAST LIVE OF SAID TO THERE TO THE
SOUTH LINE OF SAID MORTHLAST CHARTER; THENCE WEST ALONG SAID SOUTH LIVE
TO THE POINT OF RESIDENCE, SUBJECT TO ANY RIGHTS-OF-WAY OR EASEMENTS
OF RECORD, AND SUBJECT TO A RIGHT-OF-WAY, FOR ALL ROAD PURPOSES,
OVER THE EXISTING ROAD THROUGH THE CENTER OF THE PROFERTY, TO THE
PROPERTY ADJACENT TO THE NORTH AND EAST SIDES OF THIS TRACT; OR OVER
THE EAST SILE OF THIS TRACT ALLOWING THE SAME ACCESS TO THE ADJACENT
PROPERTY. SIDE INCLUSES BOUSE, BARE AND WATER SYSTEM.

The Purchs or agrees to pay the sum of Forty Thousand and GO/100

The Purchaser agrees to pay the sum of Forty Thousand and Mo/100 Dollars (\$47,000.00), payable with Twenty Thousand Dollars (\$20,000.00) paid with the signing of this contrast and a minimum of Two Hundred and Fifty (\$250.00) per month, including interest at the rate of Eight and Onehalf percent, 81%, per Annum, until the full amount is paid. Payment date shall be within the first ten days of each month. Purchaser may prepay all or any part of the purchase price at any time after paguary 1, 1979 without penalty.

All taxes levied against the above described property for the current year shall be prorated between Vendor and Purchaser as of this date. All taxes levied against the property hereafter and all public, municiple and statutory liens hereafter larfully imposed on the premises shall be kept paid up to date by the Purchaser.



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Vendor covenants that it is the owner of the above-desc. Led pro-perty free of all liens and encumbrances except easements and re-strictions of record. Purchaser agrees to keep the property free strictions of record. Purchaser agrees to keep the property free of all liens and encumbrances other than those of record.

Vendor shall furnish, at its expense, a title insurance policy in the amount of Forty Seven Thousand Dollars (\$47,000.00) insuring the marketability of Vendors title.

Vendor agrees that when the purchase price is fully paid, Vendor will deliver a WARRANTY DEED to Purchaser conveying said premises in fee simple, unto Purchaser free and clear of all liens and encumbrances, except those of record.

In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall at its option have the following rights:

essence, Vendor shall at its option have the following rights:

(a) To foreclose this contract by strict foreclosure in equity;
(b) To declare the full unpaid balance of the purchase price immediately due and payable;
(c) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises.

P. Tchaser shall not be deemed to be in default for failure to perform any covenant or condition of this contract until notice of such default has been given in writing by Vendor to Purchaser, and Purchaser shall have failed to remedy said default within 20 days of such notice. If suit or action is instituted in connection with any controversy arising out of this contract, or in enforcement of any right hereunder, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may judge reasonable as attorneys' fees, including fees on an appeal.

Purchaser may assign this contract at any time without written consent of the Vendor.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate as of the date of the year first above written.

Pursular

Hinnie J Thomson

NOTARY PUBLIC FOR WASHINGTON

State of Washington, Skamania County.

On this 30 day of THAF 1978 appeared before me the above named Walter G. Thomson and Minnie J Thomson and Thomas S. Gallant and Edith M. Gallant who agreed to and signed the above agreement of their own free will.

Wallace W. Thela Notary Public Of Warnington