

THIS CONTRACT, made and entered into this 8th day of May, 1979
between Lawrence G. Chandler and Alice B. Chandler, husband and wife.

Marcelle called the "seller," and William R. Graves and Rose M. Graves, husband and wife.

Hereafter 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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART OF THIS CONTRACT.

The terms and conditions of this contract are as follows: The purchase price is and no/100 ----- **Twenty-Five Thousand**
\$ **25,000.00** dollars, of which

One Thousand Two Hundred and no/100----- \$ 1,200.00 Dollars have
been received whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Thousand Two Hundred and no/100 --- (\$1,200.00) on June 29, 1979 and on the 29th day of the month of July, August, September, 1979; Then Two Hundred and Fifty and no/100 (\$250.00) or more at purchasers option on the 29th day of December, 1979 and continuing on the 29th day of each and every month thereafter until the 29th day of 1983, at which time this contract shall have been paid in full.

The declining balance of the purchase shall at all times bear interest at 9 1/2% and payments made hereunder shall be first applied to interest then accrued, and the balance applied to principal.



All payments to be made hereunder shall be made at Pacific National Bank, Washington, D.C. 20001 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be May 15 1979.

14 The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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, 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 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 thereon nor shall the purchaser or seller or their assigns 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.

[illegible]

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser in 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:

- 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 fix 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 agreed to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(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 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: 1. Easements for a pipeline, Granted to

Pacific Northwest Pipeline Corporation, By instruments dated Nov, 15, 1955 and Recorded January 4, 1956, and August 3, 1956, Respectively at Page 482 of Book 42 of Deeds, Auditor's File No. 51069, Records of Skamania County, Washington.

2. An easement for a Catholic Protection Station granted to El Paso Natural Gas Co. a Corporation, by Deed dated Aug 5, 1965 and recorded Oct 7, 1965, at page 30 Cont Exhibit "A"

(8) If, on 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 pre-paid, return receipt requested, directed to the purchaser at 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.

Lawrence B. Chandler (SEAL)

Alise B. Chandler (SEAL)

William L. Staves (SEAL)

Alise B. Chandler (SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me

LAWRENCE G. CHANDLER and ALISE B. CHANDLER,

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

8th day of May, 1979

Notary Public in and for the State of Washington

WHEN RECORDED, RETURN TO

residing at



6666

No. TRANSACTION EXCISE TAX

MAY 31979

Amount Paid \$250.00

88493



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIRECT
INDIRECT
RECORDED
CONVAYED
MAILED

THIS PAGE BEHIND THE RECORDED PAGE

CLATSOP COUNTY TREASURER

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Stevens & Staves

OF Stevens & Staves

AT 1:45 P.M. 5-8-79

WAS RECORDED IN BOOK 76

OF DEEDS AT PAGE 486

RECORDS OF SKAMANIA COUNTY, WASH.

S. J. Staves

COUNTY CLERK

E. Maynard

SEAL

BOOK 74 PAGE 118

DESCRIPTION
SK-11492 ES-42

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY,
STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND IN SECTION 27, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE
W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION
27, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE W.M.; THENCE SOUTH 84°30'00"
EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 27,
373.54 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°05'00"
EAST PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27,
208.71 FEET; THENCE SOUTH 84°30'00" EAST PARALLEL TO THE SOUTH LINE OF
SAID SOUTHWEST QUARTER OF SECTION 27, 251.03 FEET, MORE OR LESS, TO THE
EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27; THENCE SOUTH ALONG
THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27, 208.71 FEET TO
THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 27; THENCE
NORTH 84°30'00" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF
SECTION 27, 251.03 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT RIGHT OF WAY FOR WOODARD CREEK ROAD, COUNTY ROAD NO. 1014,
SUBJECT TO LICENSE TO THOMAS J. TUCKER AND CORINE A. TUCKER, HUSBAND
AND WIFE, TO TAKE WATER FROM A WATER PIPELINE ONE INCH IN DIAMETER AS
DESCRIBED IN DEED DATED JANUARY 14, 1976 RECORDED APRIL 14, 1976 UNDER
AUDITORS FILE NO. 82002, IN BOOK 70 OF DEEDS AT PAGE 809.

Cont from Contract:

of Book 55 of Deeds, Auditor's File No. 65787, Records of Skamania
County, Washington.

Lawrence S. Chandler

Alvin B. Chandler

William A. Drake

Dore Marie Haines