

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 4th day of January, 1980

between LAWRENCE G. CHANDLER and ALICE B. CHANDLER, husband and wife

hereinafter called the "seller," and

ROBERT H. GRAVES and LAURA GRAVES, 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.

ATTACHED; and thereto incorporated herein.

The terms and conditions of this contract are as follows: The purchase price is twenty two thousand nine hundred and no/one hundred----- \$ 22,900.00 of which
 two thousand and no/one hundred----- \$ 2,000.00 (Two) Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid in cash
 Two hundred and no/one hundred----- \$ 200.00 (Two) Dollars
 or more at purchaser's option, on or before the first day of February, 1980
 and Two hundred and no/one hundred----- \$ 200.00 (Two) Dollars
 or more at purchaser's option, on or before the first day of each succeeding calendar month until the balance of said
 purchase price shall have been fully paid. The purchaser further agrees to pay, before the 1st day of January, 1980, balance of said purchase price
 at the rate of 8 1/2 % per cent per annum from the 4th day of January, 1980.
 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
 All payments to be made hereunder shall be made at Pacific National Bank of Washington
 or at such other place as the seller may direct in writing. Washington, Washington

Purchaser shall not assign, nor sell, voluntarily or involuntarily this contract, or sell on contract, without first obtaining the written consent from the Seller, for the purpose of approving the new purchaser.

Purchaser's further agree to pay a ten dollar (\$10.00) late charge after ten days payment is late, and one dollar (\$1.00) per day after that until payment and late charges are paid in full.

Purchaser's further agree to pay their own fire insurance and real property taxes and show proof of same to seller
 January 4, 1980

1. The purchaser agrees to pay for all documents and taxes as follows: This may be between grantor and grantee hereafter become a lien on said real estate and if in the terms of the contract the purchaser has assumed payment of any mortgage, contract, or other encumbrance, or has assumed payment of or agreed to pay the same, the seller shall have no liability for the same.

(2) The purchaser agrees that the purchase price is to be paid to the seller in cash and hereafter that the said real estate is to be held in trust for the benefit of the purchaser and the seller shall have no liability for the same.

(3) The purchaser agrees that full payment of the purchase price shall be made to the seller on or before the date of closing and the seller shall be held to any covenant respecting the condition of any improvements thereon, which the seller or seller or his assigns shall be held to any covenant or agreement for alterations, improvement, or repairs unless the same is in writing and attached to and made a part of this contract.

(4) The purchaser agrees to assume the responsibility of destruction of any improvements on the land and the seller shall be held to any covenant or agreement for alterations, improvement, or repairs unless the same is in writing and attached to and made a part of this contract.

(5) The seller has delivered or agrees to deliver within 1 day of the date of closing a purchaser's policy of title insurance in standard form or a similar form or form issued by First American Title Insurance Company, insuring the purchase 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:

a. Printed general exceptions appearing in said policy form;

b. Any encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made in part; and

c. Any contract or contract in writing which seller is purchasing said real estate, and any mortgages or other obligation which by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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

A TRACT OF LAND IN SECTION 12, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE W.M.; THENCE S 89° 15' E 1/4 SECTION 12, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE W.M.; THENCE S 89° 15' E 1/4 SECTION 12, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE W.M.

(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 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 affect after date of closing through any person other than the seller, and subject to the following:

(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 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.

No. 7238

TRANSACTION EXCISE TAX

JAN 4 1980
Amount Paid \$29.00

Lawrence G. Chandler
Alice B. E. Chandler
Robert H. Graves
Laura G. Graves

STATE OF WASHINGTON
By _____
County of Skamania

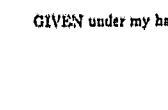
On this day personally appeared before me Lawrence G. Chandler & Alice B. Chandler, Robert H. Graves & Laura Graves, H & W to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of January, 1980

Notary Public in and for the State of Washington,

Vancouver

90150



First American Title Insurance Company

Filed for Record at Request of

Name _____

Address _____

City and State _____

RECORDED
INDEXED
FILED

STATE OF WASHINGTON
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF _____ & FILED BY _____ OF _____ AT _____ 1980
WAS RECORDED IN BOOK 77
ON _____ AT PAGE 768
RECORDS OF SKAMANIA COUNTY, WASH.
L. P. Lohr
COUNTY AUDITOR

The terms and conditions of this contract are as follows. The purchase price is **twenty two thousand nine hundred and no/one hundred-----** \$ 22,900.00. A portion of which
Two thousand and no/one hundred----- \$ 2,000.00 has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Two hundred and no/one hundred----- \$ 200.00 Dollars
or more at purchaser's option, on or before the **first** day of **February** 1980
and **Two hundred and no/one hundred-----** \$ 200.00 Dollars
at or before purchaser's option, on or before the **first** day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price at the rate of **9%** per cent per annum from the **4th** day of **January** 1980
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at **Pacific National Bank of Washington**
or at such other place as the seller may direct in writing. **Washcugal Washington**

Purchaser shall not assign, nor sell, voluntarily or involuntarily this contract, or sell on contract, without first obtaining the written consent from the Seller, for the purpose of approving the new purchaser.

Purchaser's further agree to pay a ten dollar (\$10.00) late charge after ten days payment is late, and one dollar (\$1.00) per day after that until payment and late charges are paid in full.

Purchaser's further agree to pay their own fire insurance and real property taxes and show proof of same to seller.
As Witness to this contract, **January 4, 1980**

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against and against hereafter become a lien on said real estate and if by the terms of this contract the purchaser has assumed payment of any mortgage, 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 husband, now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by fire and any other conditions in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay the premium therefor and to deliver an abstract and general note thereon to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant or agreement regarding the condition of any improvements, fixtures, machinery or other contents of the real estate or to any covenant or agreement regarding alterations, improvements or repairs unless such contract or agreement is in writing and is 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, and hereafter placed thereon, and of the taking of said real estate or any improvements thereon by the law, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any such damage, destruction or taking for public use, the proceeds of any insurance or award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as to the purchase price herein unless the seller elects to allow the purchaser to apply for a portion of such condemnation award to the extent of the portion of any improvements damaged. If any such taking in case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment to the extent of the expense of procuring the same shall be divided to the satisfaction of the purchaser within a reasonable time and the purchaser elects that said proceeds shall be paid to the seller for application to the purchase price herein.

(5) The seller has delivered to a title deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard form and amount thereof issued by First American Title Insurance Company, insuring the purchaser in the said real estate and 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 protecting no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrance which by the terms of this contract the purchaser is to assume, of which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller or purchaser 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) shall be deemed defects in seller's title.

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

A TRACT OF LAND IN SECTION 27, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE 12TH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE 12TH; THENCE SOUTH 88°05'59" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 27, 2, 271.54 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°05'09" EAST PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27, 205.71 FEET; THENCE SOUTH 88°05'59" EAST PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 27, 253.43 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, 205.71 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 27; THENCE NORTH 88°05'59" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 27, 205.71 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT RIGHT OF WAY FOR WOODWARD CREEK ROAD, COUNTY ROAD NO. 10140.

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. R2002, 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.