

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 has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid in cash or more at purchaser's option, on or before the first day of February 1980 and Two hundred and no/one hundred----- \$ 200.00 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, advance and pay, the balance of said purchase price at the rate of 2 1/2% per cent per annum from the 4th day of January 1980. All payments to be made hereunder shall be made at Pacific National Bank of Washington, 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 and seller agree to pay for all documents and taxes that may be hereafter created and granted hereafter because a lien on said real estate, and if in the terms of the contract the purchaser has assumed payment of any mortgage contract, fire or other insurance, or has assumed payment of or agreed to pay for any other taxes or assessments, now a lien on said real estate, the purchaser agreed to pay the same hereafter as required.

2. The parties of record own the purchase price in full paid to the seller and hereafter that if any real estate interest to the actual cash value thereof subject to no encumbrance, both before and after the date of this contract, and to the seller's benefit, as his interest may appear, and to pay all expenses of recording and delivery of powers, and all costs thereon to the seller.

3. The purchaser agrees that full responsibility of said real estate has been made and that neither party is liable to the other shall be held in any covenant respecting the condition of any improvements thereon, which the seller or the purchaser or the estate as they be held to an agreement or agreement for abatement, improvement, or repairs under the terms of the agreement and laws in addition, herein or in writing and attached to and made a part of this contract.

4. The purchaser agrees not to have or suffer any destruction, or any improvements to be made, or any other act or thing that shall constitute a failure of consideration. In case any part of the purchase price is not paid, the seller shall have the right to rescind this contract, and the purchaser shall be bound to pay the purchase price within a reasonable time, unless purchaser elects that said purchase price shall be paid to the seller for application on the purchase price herein.

5. The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchaser's policy of fire insurance in standard form, or a form, either then or issued by Fire Insurance 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. Losses or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the coverage hereunder is to be made; and
c. Existing contract or contracts, other than this contract, which seller is purchaser said real estate, and any mortgages or other obligations which by this contract agree to; none of which for the purpose of this paragraph (5) shall be deemed notice to 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 of fulfillment of 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.

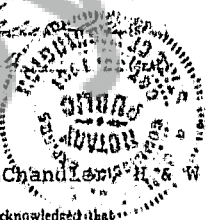
(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment 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. 1238
TRANSACTION EXCISE TAX
JAN 4 1933
Amount Paid 29.00

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



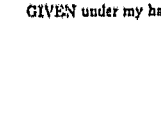
STATE OF WASHINGTON
By _____
County of Skamania

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(s) 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, 1930

Paul E. Selman
Notary Public in and for the State of Washington,

residing at Vancouver 90150



First American Title INSURANCE COMPANY

RECORDED
INDEXED
COMPARED
FILED

Filed for Record at Request of

Name
Address
City and State

STATE OF WASHINGTON REGISTER'S USE
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF _____ IS FILED BY _____ OF _____ AT _____ 1930
WAS RECORDED IN BOOK 77
ON _____ AT PAGE 768
RECORDS OF SKAMANIA COUNTY, WASH.
L. P. Todd
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** Dollars, of which **Two thousand and no/one hundred----- \$ 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:

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, 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 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 per deed to this land, dated 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 pay interest on any such mortgage, contract or other encumbrance, 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 lightning in a company acceptable to the seller and for the seller's benefit, at his interest may appear, and to pay the premium thereon from the proceeds of said insurance and to make 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 regarding the condition of any improvements on said real estate, and the purchaser or other of the substance shall be held to any covenant or agreement for alterations, improvements or repairs unless such contract or agreement is in writing, signed by or in the presence of and attached to and made a part of this contract.
- (4) The purchaser assumes all liability of damage to or destruction of any improvements now on said real estate, or hereafter placed thereon, and of the taking of said real estate or any improvements thereon, by fire, lightning or other of the substance of which he shall be held to any covenant of consideration. In case any such liability shall be taken for public use, the purchaser shall be held to pay the same amount after payment of reasonable expenses of production of 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 consideration in accord with the conditions of the terms of any improvements damaged. If by such liability in case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment to the person or persons of insuring the same shall be divided to the benefit of or distributed to such improvements, within a reasonable time the purchaser elects that said proceeds shall be paid to the seller and applied to the purchase price herein.
- (5) The seller has delivered to a bona fide purchaser within 15 days of the date of closing a purchaser's policy of title insurance as standard form, with endorsements thereon, issued by First American Title Insurance Company, insuring the purchase of 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 the exceptions other than 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, of which the conveyance purveyor is to be made subject; and
 - c. Any existing contract or contracts under which seller or purchaser and real estate, and any mortgage or other obligation, which shall by this contract agree 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°05'50" 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°05'50" EAST PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 27, 253.03 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, 205.71 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 27; THENCE NORTH 88°05'50" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 27, 253.03 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.