





prorated between seller and purchaser as of December 4, 1979. Purchaser agrees to pay when due all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

Purchaser agrees to keep the buildings on said premises insured against loss by fire or other casualty in an amount not less than their interests appear at the time of loss. Priority in payment of any amount received under the insurance for such loss shall be to seller unless purchaser shall choose to use such payment to repair or replace the loss. If said payment is not used by purchaser to repair or replace, it shall be applied upon the unpaid balance of the purchase price and shall reduce said unpaid balance to the extent of the amount of the insurance payment received by seller. All uninsured losses shall be borne by purchaser on or after the date purchaser becomes entitled to possession. Purchaser agrees to deliver promptly upon issue certificates evidencing all policies of insurance to seller who will retain possession thereof until the entire purchase price is paid.

Purchaser shall be entitled to possession of the premises as of the 4th day of December, 1979.

Purchaser agrees that all improvements now located or which shall hereafter be placed on the premises, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of seller. Purchaser shall not commit or suffer any waste of the property, or any improvements thereon, or alterations thereof, and shall maintain the property, and all improvements thereon, and all alterations thereof, in good condition and repair. Purchaser shall not otherwise make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of seller.

Upon payment of the entire purchase price for the property as provided herein, and performance by purchaser of all other terms, conditions and provisions hereof, seller shall deliver an owner's title insurance policy in the amount of the purchase price of the real property insuring purchaser that purchaser has a marketable title, free and clear of liens and encumbrances, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record, liens and encumbrances herein specified, if any, and liens and encumbrances placed upon the property or suffered by purchaser subsequent to the date of this agreement.

Seller covenants that seller is the owner of the above-described property free of all encumbrances except as set forth herein.

Seller agrees that, after the payment of six (6) monthly installment payments by purchaser, seller will grant a deed release to the western portion of the property upon purchaser obtaining a short plat from Skamania County, Washington, for said property. The legal description of that portion deed released shall correspond with the western portion of the property as divided pursuant to the short plat. Purchaser is to pay all costs of obtaining the short plat and costs incurred for said deed release.

Upon payment of the entire purchase price for the property, as provided herein, and performance by purchaser of all other terms, conditions and provisions hereof, seller shall forthwith execute and deliver to purchaser a Warranty Deed conveying all of



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said property not previously deeded to purchaser under the provisions of the above set forth deed release paragraph, free and clear of all liens and encumbrances, except as provided and those placed upon the property or suffered by purchaser subsequent to the date of this agreement.

Time is of the essence of this contract. No waiver by the seller or any default on the part of the purchaser shall be construed as a waiver of any subsequent default. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon his doing so, all payments made by the purchaser and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property. A thirty-day notice of intent to declare a forfeiture shall be made by seller in writing. Within the thirty-day period the purchaser shall have the right to remove the grounds for forfeiture specified in the notice. Purchaser shall not be reinstated, however, until the purchaser has paid to the seller all expenses that seller has incurred in the declaration and service of such notice, including attorney's fees incurred by seller.

If this contract or any obligation contained in it is referred to an attorney for collection or realization, purchaser agrees to pay seller's attorney's fees, including fees incurred with or without legal suit, expenses of searching records to determine the condition of title, and all other related legal expenses.

In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party's attorney's fee, together with all costs and expenses incurred in connection with such action, including the cost of searching records to determine the condition of title.

Service of all demands or notices pursuant to this contract may be made by certified mail and regular mail, postage prepaid, directed to the purchaser or seller at his address stated below. The time specified in any notice shall commence to run from the date of the postmark.

In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the sums obligated to be paid by the purchaser herein to be immediately due and payable. Prior to acceleration, a thirty-day notice of intent to accelerate shall be made by seller in writing. Within the thirty-day period, the purchaser shall have the right to remove the grounds for acceleration specified in the notice. Acceleration shall be declared, however, unless the purchaser has paid to the seller all expenses that seller has incurred in the declaration of intention to accelerate and service of such notice, including attorney's fees incurred by the seller. Upon acceleration being declared, all sums due under this contract, including all costs and attorney's fees, shall immediately be payable in full, and purchaser shall have no right to bring the delinquencies current and reinstate the contract.

Purchaser certifies that this contract of purchase is accepted and executed on the basis of purchaser's own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence purchaser's



judgment; that no representations as to the condition or repair of said premises have been made by seller or by any agent of seller; that no agreement or promise to alter, repair, or improve said premises has been made by seller or by any agent of seller; and that purchaser takes said property and the improvements thereon in the condition existing at the time of this agreement. Purchaser acknowledges that there have been no representations made by seller or seller's agents as to the zoning which is presently on the above-described property and that no representations have been made as to the uses which are allowable for this property.

Purchaser has been informed and hereby acknowledges that the firm of Annala, Lockwood, Carey & Hull is attorney for the seller and is not in any manner representing the interest of purchaser or giving legal advice to purchaser in connection with this contract of sale.

Failure by seller at any time to require performance by purchaser of any of the provisions hereof shall in no way affect seller's rights hereunder to enforce the same, nor shall any waiver by seller of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

Any assignment by purchaser of this agreement, or any or all of purchaser's rights hereunder, and any lease by purchaser of said property, or any part thereof, shall be inoperative and void, unless seller shall assent thereto in writing, and such assent shall not be unreasonably withheld. Any such act or attempted act shall be deemed to be a material breach of this contract entitling seller to elect any remedy provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

SELLER:

PURCHASER:

ROBERT D. TUGGLE

LEE ALLEN BLODGETT

PATRICIA J. TUGGLE

SUSAN CAROL BLODGETT

Address:

Address:

STATE OF OREGON )

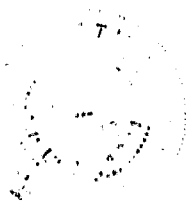
County of CLATSOP ) ss.

BE IT REMEMBERED that on this 15th day of January, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROBERT D. TUGGLE and PATRICIA J. TUGGLE, husband and wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.



77. . . . .

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal, the day and year last above written.



*Frances Joyce Thompson*  
Notary Public for Oregon Washington  
My Commission Expires: July 15, 1961

Unofficial  
Copy

ANNALA LOCKWOOD, BARRY S. LOCKWOOD

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DESCRIPTION SHEET

Tuggle - Blodgett -- Contract

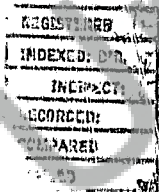
REAL PROPERTY DESCRIPTION:

A parcel of property in the Southeast quarter of the Southwest quarter of Section 17, Township 1 North, Range 8 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Beginning at the Southwest corner of Lot 5 of CARBON VALLEY II, recorded in Book A of Plats at page 155, Records of Skamania County, Washington; thence North 88° 54' 40" West 256.00 feet; thence North 00° 00' 04" West 170.00 feet to the true point of beginning; thence continuing North 00° 00' 04" West 142.36 feet to the North line of the South half of the Southeast quarter of the Southwest quarter of said Section 17; thence South 88° 45' 27" East; along said North line 256.01 feet; thence South 00° 00' 04" East 131.67 feet, more or less, to a point which bears South 88° 54' 40" East from the true point of beginning; thence North 88° 54' 40" West 256.00 feet, more or less, to the true point of beginning; EXCEPTING THEREFROM the South 18 feet or even width of the above described parcel.

SUBJECT TO:

1. Pro rata portion of 1979 taxes.
2. Easements and rights of way for public roads.
3. An easement for a ground water drainage ditch over and across the West 15 feet of the above described real property.



FILED IN PLAT BOOK 155  
COUNTY OF SKAMANIA 1

I HEREBY CERTIFY THAT THE WITNES

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL OF OFFICE  
 AT Walla Walla Washington  
 ON October 17 1979  
 WAS TESTED BY ME FOR  
 OF Skamania AT PARCEL 36 41  
 RECORDS OF SKAMANIA COUNTY, WASH.  
W. Todd  
 COUNTY AUDITOR  
B. Blodgett