

91362

REAL ESTATE CONTRACT
(FORM A-1864)

BOOK 79 PAGE 168



THIS CONTRACT, made and entered into this 31 day of December, 1980
between FRIDERICK D. MORGAN, a single man,
hereinafter called the "seller," and DONALD L. COSTELLO and PATRICIA A. COSTELLO, 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:

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



No. 7923
TRANSACTION EXCISE TAX

JAN 5 1981
Amount Paid \$ 19,950.00

Skamania County Treasurer
By [Signature]

The terms and conditions of this contract are as follows: The purchase price is \$19,950.00 Nineteen thousand nine hundred fifty and no/100 Dollars, of which
\$2,950.00 Two thousand nine hundred fifty and no/100 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FIFTY AND NO/100 \$150.00 Dollars,
or more at purchaser's option, on or before the 5th day of February 1981,
and ONE HUNDRED FIFTY AND NO/100 \$150.00 Dollars,

or more at purchaser's option, on or before the 5th 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 diminishing balance of said purchase price at the
rate of ten (10) per cent per annum from the 5th day of January 1981,
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 VANCOUVER FEDERAL SAVINGS AND LOAN
733 "E" Street Washougal, WA 98671
or at such other place as the seller may direct in writing.

Notwithstanding the aforementioned payment terms of this Contract, the Purchaser agrees
to pay in full, the entire remaining principal balance, together with any accrued
interest owing Seller, within 20 years from date of this Contract.

As referred to in this contract, "date of closing" shall be date of recordation

(1) 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, contract or
other encumbrance, he 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, at 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
or agreement respecting the condition of any improvements thereon nor shall the purchaser or seller or the 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.

(4) The purchaser assumes all hazards 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 part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a
failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after
payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the
seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements
damaged by such taking. In case of damage by destruction from a peril insured against, the proceeds of such insurance remaining after payment
of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(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 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:

- Printed general exceptions appearing in said policy form;
 - Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be
made subject; and
 - Any existing contract or contracts under which seller is purchasing 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.
- (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 attach after date of closing through any person other than the seller, and subject to the following:

1. Easements and rights of way for existing roads including County Road No. 1106 designated as the Washougal River Road. 2. Restrictions as set forth in Deed recorded September 6, 1944, at Page 183 of Book 39 of Deeds, under Auditor's File No. 33574. 3. Reservation contained in instrument recorded November 23, 1976, under Auditor's File No. 83211.

(9) 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 as 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.

(10) 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.

(11) 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 to his address last known to the seller.

(12) 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.

x Frederick D. Morgan (SEAL)
Frederick D. Morgan

x Donald L. Costello (SEAL)
Donald L. Costello

x Patricia A. Costello (SEAL)
Patricia A. Costello

STATE OF WASHINGTON, }

County of Clark ss.

On this day personally appeared before me Donald L. Costello and Patricia A. Costello
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 29th day of December, 1980

Frank A. Payne
Notary Public in and for the State of Washington
residing at Brush Prairie, Washington



SAFECO

STATE OF WASHINGTON, }

County of Clark ss.

On this day personally appeared before me Frederick D. Morgan

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 31st day of December, 1980

Notary Public in and for the State of Washington, residing at Brush Prairie

TL-34 RI 8/74

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY

CITY AND STATE Washougal, WA 98671

LOT 2 OF THE ADDITION TO THE FRED MORGAN SHORT PLAT FILED IN BOOK 2 OF SHORT PLATS PAGE 27; SAID ADDITION TO SHORT PLAT FILED IN BOOK 2 OF SHORT PLATS AT PAGE 121, RECORDED UNDER AUDITOR'S FILE NO. 8925B;

THE NORTH 357 FEET OF THE SOUTH 1548 FEET, AS MEASURED ALONG THE WEST LINE AND AT RIGHT ANGLES THERETO OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

AND EXCEPT ALL THAT PORTION THEREOF LYING EASTERLY OF THE CENTERLINE OF COUNTY ROAD NO. 1106 DESIGNATED AS THE WASHOUGAL RIVER ROAD.

AND EXCEPT ANY PORTION THEREOF LYING EASTERLY OF THE CENTERLINE OF OLD WASHOUGAL RIVER ROAD AS MORE PARTICULARLY DESCRIBED IN DEED DATED AUGUST 4, 1966, AND RECORDED AT PAGE 170 OF BOOK 56 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON

ALSO EXCEPT THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF TOTE ROAD AS THE SAME IS ESTABLISHED AND TRAVELED OCTOBER 1, 1977;

EXCEPT ANY PORTION THEREOF LYING WITHIN THOSE TRACTS OF LAND CONVEYED TO SKAMANIA COUNTY BY DEED RECORDED NOVEMBER 19, 1974 UNDER AUDITOR'S FILE NO. 79027, BY DEED RECORDED APRIL 21, 1975 UNDER AUDITOR'S FILE NO. 79053, AND BY DEED RECORDED NOVEMBER 24, 1975, UNDER AUDITOR'S FILE NO. 81432

SUBJECT TO: 1. Contract of Sale, dated November 15, 1972, recorded March 13, 1973, under Auditor's File No. 75858, Book 55, Page 12. Assignment recorded June 1, 1975, under Auditor's File No. 82220. 2. Contract of Sale, dated July 14, 1973, recorded July 23, 1973, under Auditor's File No. 76378, Book 65, Page 506, which Contract, seller agrees to continue to pay according to its terms and provisions and in accordance with Paragraph 6 below. 3. Easements and Rights of way for existing roads including County Road No. 1106 designated as the Washougal River Road. 4. Restrictions and Covenants recorded September 6, 1944, at Page 183 of Book 30 of Deeds, under Auditor's File No. 33574. 5. Reservation contained in instrument recorded November 23, 1976, under Auditor's File No. 83211.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Co. Title Co.

OF Skamania, Wash.

AT 2:55 P.M. 15 1981

WAS RECORDED IN BOOK 79

OF Deeds AT PAGE 168

RECORDS OF SKAMANIA COUNTY, WASH.

Chas. J. Henderson

CLERK

W. H. Anderson

Registered ✓
Indexed OK
Indirect ✓
Recorded ✓
Mailed ✓