



REAL ESTATE CONTRACT
FORM A-1064

BOOK 79 PAGE 612

THIS CONTRACT made and entered into this 18th day of October, 1980

between **H. ROBERT COLE and HELEN R. COLE, husband and wife,**
hereinafter called the "seller," and **RYAN D. NINTON and IELA K. NINTON, 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 appurtenant rights, in **Skamania** County, State of Washington:

The West half of the North half of the Northeast Quarter of the Northeast Quarter of Section 22, Township 4 North, Range 7 East of the Willamette Meridian. Also known as Soda Springs Road.



The terms and conditions of this contract are as follows. The purchase price is **Ten Thousand and No/100**

Five Hundred and No/100 ----- \$ **500.00** Dollars here

One Hundred Thirty Six and 30/100 ----- \$ **136.30** Dollars,

or more at purchaser's option, on or before this **15th** day of **November** 19 **80**

and **One Hundred Thirty Six and 30/100** ----- \$ **136.30** Dollars,

or more at purchaser's option, on or before this **15th** day of each succeeding calendar month until the balance of said purchase price shall have been fully paid.

Interest on the balance of said purchase price shall be paid at the rate of **twelve (12)** percent per annum from the **18th** day of **October** 19 **80**

H. Robert and Helen R. Cole
R. J. Box 534, Lyle, wa. 98635

No. **8140**
TRANSACTION EXCISE TAX

APR 17 1981
Amount Paid **100**

Skamania County Treasurer
By *[Signature]*

October 18, 1980

- The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against and granted hereafter against 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.
- The purchaser agrees, until the purchase price is fully paid, to keep the building 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.
- The purchaser agrees that full insurance of said real estate has been made and that neither the seller nor his agents shall be held to any claimants respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignor of either be held to any claimant or agreement for alterations, improvements or repairs unless the covenant in agreement relied on is contained herein or in its writing and attached to and made a part of this contract.
- The purchaser assumes all hazards of damage to or destruction of any other 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, or cause any part of said real estate to be 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 or destruction from a peril insured against, the proceeds of such insurance, netting after payment of the reasonable expense of procuring the same shall be deemed 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 to the purchase price herein.
- 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 comparable form, issued by SAFECD Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in title'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;
 - Liens of 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 a mortgage or other obligation, which seller by this contract agrees to pay, none of or each for the purpose of this paragraph (5) shall be deemed defects in seller's title.
- 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 all 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 penalties or costs shall be applied to the payments next falling due the seller under this contract.

