



REAL ESTATE CONTRACT **BOOK 79 PAGE 649**
(FORM A-1984)

THIS CONTRACT, made and entered into this 14th day of April, 1981
between JACK F. MURRAY and PATRICIA J. MURRAY, husband and wife,
hereinafter called the "seller," and FRANCO THOMPSON and EDWARD EICHNER, single persons,
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:

The North 260 feet of the West Half of the East Half of the Northwest
Quarter of the Northeast Quarter (W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 28, Town-
ship 3 North, Range 8 E.W.M., EXCEPT the East 180 feet thereof, AND
EXCEPT the West 40 feet thereof.

8157

No. _____
TRANSACTION EXCISE TAX

APR 29 1981
Amount Paid \$280

Skamania County Treasurer

By Thomas J. P. Hays, Jr.

The terms and conditions of this contract are as follows: The purchase price is Twenty-eight-thousand and No/100 is \$8,000.00 Dollars, of which
Seven-thousand and No/100 is \$7,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One-hundred-forty-five and No/100 is \$145.00 Dollars,
or more at purchaser's option, on or before the 11th day of May, 1981

and One-hundred-forty-five and No/100 is \$145.00 Dollars,
or more at purchaser's option, on or before the 11th day of each succeeding calendar month until the balance of said
purchase price has been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the
rate of (6%) six percent per annum from the 11th day of May, 1981
which interest shall be deducted from each installment payment and the balance of each payment is applied in reduction of principal.

All payments to be made hereunder shall be made at P. O. Box 656, Carson, WA 98610
or at such other place as the seller may direct in writing.

In addition to the foregoing \$7,000.00 payment, Purchasers shall pay the further
sum of \$3,000.00 or before July 31, 1981 as an added portion of the downpayment.

As a special condition of this transaction, Purchasers reserve to the Sellers the
right of first refusal in the event that Purchasers shall determine to sell this prop-
erty. In the event of such a determination to sell, Purchasers shall notify the Sellers
of any bona fide offer for said property, and the Sellers shall have 30 days to meet
said offer, and if the offer is met, the Sellers shall be entitled to purchase on those
conditions.

As referred to in the contract, "date of closing" shall be before April 30, 1981.

(1) The purchaser agrees and covenants to pay, before closing, all taxes and assessments that may be between grantor and grantee
hereafter be levied against said real estate and to pay the cost of any 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 or later on said real estate, the
purchaser agrees to pay the same, should they arise.

(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 against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's
benefit, as the 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 if at any time a deed of real estate has been made and that neither the seller nor his assigns shall be held to any
covenant 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 agrees to assume 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 for 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 the reasonable expense of procuring the same shall be paid to the seller and applied as payment on the purchase price hereon and the
seller elects to allow the purchaser to apply all or a portion of such condemnation award to the reimbursement of the cost of any improvements
damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remain after payment
of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements or, if a reasonable
time elapses, the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

(5) The seller has delivered, or agreed to deliver within 15 days of the date of closing, a partial release of title insurance of standard
form, or a commitment therefor, issued by SAFFCO Title Insurance Company, indicating the full amount of the 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 exception other than the
following:

- Printed general exceptions appearing in said policy form.
- Liens 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 of contracts under which seller is purchasing said real estate, and any mortgage or other obligation with respect to
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 or has an interest in, or any
mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and in 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 to the seller under this contract.

Transaction in compliance with County and Division Ordinances
Skamania County Assessor - B.F. Hays

(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 deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that exist at date of closing through any person other than the seller, and subject to the following:

Easements and restrictions of record.

(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 enter 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, 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 taxes, including all construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after date of purchaser's entry into 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, 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) This 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 for 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.

(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.

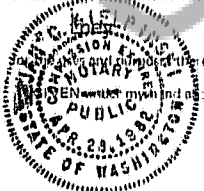
The seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit; and also the reasonable cost of searching 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.

Patricia J. Murray (SEAL)
Frances Thompson (SEAL)
X Edward B. Eichner (SEAL)

STATE OF WASHINGTON
County of SKAMANIA

On this day personally appeared before me JACK J. MURRAY, PATRICIA J. MURRAY, FRANCES THOMPSON, and EDWARD EICHNER, to me known to be the individuals 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.



Witness my hand and official seal this 17th day of April, 1981.

Stevenson

98369



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME JOHN THOMAS DAY
ADDRESS P. O. Box 4001
CITY AND STATE Stevenson, WA 98548

16
Index
Recorded
Mailed

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON - SS.
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Edward B. Eichner
OF Stevenson, WA
AT 2:13 PM 4-28-81
was recorded in BOOK 79
ON 4-28-81 PAGE 649
REGION OF SKAMANIA COUNTY WASH.
J. J. Stevenson
COUNTY AUDITOR
J. J. Stevenson DEPUTY