

REAL ESTATE CONTRACT (FORM A-1964)

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THIS CONTRACT, made and entered into this 13th - stay of October, 1981, between CHARLES H. COATES and VADA AVIS COATES, husband and wife,

hereinafter called the "seller," and ROBERT N. WOODS and GWENDOLYN F. WOODS, husband and wife contemporary 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

A tract of land located in the Southwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian described as follows:

Lot 2 of Coates Short Plat recorded May 28, 1981, in Book 3 of Short Plats, at

page 7, under Auditor's File No. 92496, records of Skamania County, Washington.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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, 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.

zoning, survey, building permit or otherwise and is accepted as same by purchaser.

(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, as his interest may appear, and to pay all pramiums therefor and to deliver all policies and ranewals 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 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 or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said projected shall be paid to the seller for application on the purchase price herein.

(5) The selfer 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 foss 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;

 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

c. 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 suler'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.

Midrika County Assessor - Byz

OCT 15 1981

Skamania Crunty Treasurer

SAFECO TITLE INSURANCE COMPANY

By Wilson of Command Dep

Registered

Indexed, Dir

Indirect

Recurded Mailer

Amount Paid #55:0

NAME JOSEPH L. UDALL, Attorney at Law

CITY AND STATE White Salmon, WA 98672

SAFECO

Filed for Record at Request of

ADDRESS P. O. Box 425

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(7) The seller agrees, upon rec-'ving full payment of the purchase price and interest in the manner above specified, to execute and deliver to