(FORM A-1964)



12939

THIS CONTRACT, made and entered into this 3nd day of December, 1982,
between CALVIN R. EZELL and ANITA L. EZELL, husband and wife,
hereinafter called the refler mand DOUGLAS A. LAMPE and SUSAN K. LAMPE, 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: The following described real property located in Skamania County, State of Washington, to-wit:
The Southeast Quarter of the North 528 feet of the West Half of the Southeast Quarter of the Northwest Quarter of Section 21, Township 3 North, Range 10 East of the Willam ette Meridian, Skamania County, Washington.
ALSO KNOWN AS LOT 4 of JAMES ROBERSON SHORT PLAT, recorded in Book 1 of Short Plats, page 50, records of Skamania County, Washington.
SUBJECT TO easements as recorded under Auditor's File No. 85111, and as recorded on the face of the Short Plat.
The terms and conditions of this contract are as follows: The purchase price is SEVENTEEN THOUSAND
THREE THOUSAND FOUR HUNDRED
TWO HUNDRED(\$ 200.00) Dollars.
or more at purchaser's option, on or before the TST day of January
and /TWO HUNDRED
or more at purchaser's option, on or before the 15t 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 3rd day of December 1982 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 neceunder shall be made at Seller's address: P. O. Box 1602, Vidor, TX 77662 or at such other place as the seller may direct in writing.
The balance of the contract, both principal and interest; shall be paid in full within five (5) years from the closing date of this contract.
PURCHASERS ACKNOWLEDGE Contract from ROBERSON to TOOLEY, #85111, TOOLEY'S interest assigned to EZELL, #89118.

As referred to in this contract, "date of closing" shall be December 3, 1982

- (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.
- (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 jagainst loss on 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.
- (2) The purchaser agrees that full inspection of soid real estate has been made and that meither 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 inswriting 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 treasonable 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 aportion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a periliminared 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 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:
 - a.: Printed general exceptions appearing in said policy form;
 - b. 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 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.

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CITY AND STATE White Salmon, WA 98672

(7) The seller agrees, upon receiving full payme	nt of the purchase price and i	interest in the manner	above specified, to exec	ute and deliver
purchaser a statutory warranty part thereof hereafter taken for public use, free of than the seller, and subject to the following:	fulfillment		deed to said real esta	te, excepting a
than the seller, and subject to the following:	encomplances except and t	nat may attach after	date of closing through	any person oth
Those easements of record				CANVEYANGE
	Control of the Contro	TO TO THE STATE OF	TWO DOLLARS	ONE DOLLAR
(8) Unless a different date is provided for herei retain possession so long as purchaser is not in defision real estate in good repair and not to permit was covenants to pay all service, installation or constructed estate after the date purchaser is entitled to possession.	te and not to use, or permit	covenants to keep	the buildings and other	improvements o
(9) In case the purchaser fails to make any pay payment or effect such insurance, and any amounts of payment until repaid, shall be repayable by purchason of such default.	ment herein provided or to n so paid by the seller, togethe chaser on seller's demand, all	without prejudice to	ate of 10% per annum to any other right the sell	nereon from dat er might have b
(10). Time is of the essence of this contract, and agreement hereof or to make any payment required declare all the purchaser's rights hereunder termi improvements placed upon the real estate shall be take possession of the real estate; and no waiver by subsequent default.	nated, and upon his doing orfeited to the seller as lique the seller of any default on	so, all payments midated damages, and the part of the purch	er nerein required, the se de by the purchaser h the seller shall have righ aser shall be construed a	iller may elect t ereunder and a t to re-enter an s a waiver of an
Service upon purchaser of all demands, notices of by United States Mail, postage pre-paid, return receipt (11). Upon seller's election to bring suit to potage	r other papers with respect to or requested, directed to the p	oforfeiture and termil ourchaser to his addre	nation of purchaser's rigi ss last known to the selle	nts may be mad er,
included in any judgment or decree entered in such so If the seller shall bring suit to procure an adjudi-	uit. cation of the termination of	the purchaser's right	s hereunder, and judgme	ch sums shall b
cost of searching records to determine the condition or decree entered in such suit.	n of title at the date such suit	is commenced, which	n with such suit, and als sums shall be included	o the reasonable in any judgmen
IN WITNESS WHEREOF, the parties hereto have	executed this instrument as	of the date first writte	n above.	
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	CALVIN R. E	~ / C,	4	SEAL
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	ANITA L. EZ	£ 63	2××	(SEAL)
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	DOUGLAS A	AMDE AND	ake	(SEAL)
STATE OF XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	0000273777	LAME E		
County of ORANGE	SUSAN K. LAT	an K.	Jampe	(SEAL)
On this day personally appeared before me. CALV		1) 1,,		,
to me known to be the individual S described in and				3
they signed the same as		ic foregoing instrumer		1 1
for the uses and purposes therein mentioned.	their		free and voluntar	y act and deed,
GIVEN under my hand and official seal this 2nd	d day of Decem	ber , 1982.		State
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Sy Samania County Treasure		THIS SPACE DECE O		
SAFECO TITLE INSURANCE CO	MPANY	COLLAY OF WALLS OF		SUSE
Filed for Record at Request of		STREETE CO	Attica :	
		1 - Letu	ETWORD IN	
10050H 1 HOALL AL		* Recorded	7, List, 198 in Book 21	
NAME JOSEPH L. UDALL, Attorney a	at Law	". Ilke a	in Book 21 Lo , Page 25	23-4/
ADDRESS P. 0. Box 425		121	24 1 1	