96021

BOOK 82 PAGE 456

SAFECO
SK-13116
3-9-14-401

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 157 PAGE 196

COPY

THIS CONTRACT, made and entered into this 30th day of June, 1983

between ROBERT E. ROGERS and VERA E. ROGERS, husband and wife,

hereinafter called the "seller," and CALVIN W. PATTERSON and EDWARD R. PATTERSON, each single persons, as joint tenants with rights of survivorship and not as tenants in common,

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 330 feet of the East 10 acres of Lot 2 of Oregon Lumber Company's Subdivision in Section 14, Township 3 North, Range 9 East, W. M., according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.
EXCEPT County Road right of way described in Book 59 of Deeds at page 650 of Skamania County Auditor's records, filed September 18, 1975, under Auditor's File No. 80926, for Cook-Underwood Road (County Road No. 93041), and
EXCEPT any portion thereof lying within the West Half of said Lot 2 of said Oregon Lumber Company's Subdivision;
ALSO KNOWN AS LOT 3 of Robert E. Rogers Short Plat filed May 5, 1980, in Book 2 of Short Plats at pages 168-169 under Auditor's File No. 90715, records of Skamania County, Washington.
SUBJECT TO easement as recorded under Auditor's File No. 63123.

RECEIVED JUL 1983 SKAMANIA CO. AUDITOR

The terms and conditions of this contract are as follows: The purchase price is SIXTEEN THOUSAND---------- ($ 16,000.00) Dollars, of which FOUR THOUSAND---------- ($ 4,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FIFTY---------- ($ 150.00) Dollars, or more at purchaser's option, on or before the 1st day of August, 19 83, and ONE HUNDRED FIFTY---------- ($ 150.00) Dollars, or more at purchaser's option, on or before the 1st 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 twelve (12%) per cent per annum from the 30th day of June, 19 83, 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 Columbia Gorge Bank, Bingen, WA Branch or at such other place as the seller may direct in writing.

No. 8333
TRANSACTION EXCISE TAX
JUL 1 1983
Amount Paid 171.20
Skamania County Treasurer
By [signature]

18063
MAY 15 1996
PAID exempt
[signature]
SKAMANIA COUNTY TREASURER

Transaction in compliance with County subdivision ordinances. Skamania County Assessor · By: [initials]
3-9-14-401 5/15/96

As referred to in this contract, "date of closing" shall be June 30, 1983.

(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 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.

(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 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.

TL 46 R2 8/75