

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25th day of March, 1968, by and between ROBERT K. GARWOOD and MARY LOU GARWOOD, husband and wife, hereinafter called the "sellers" and JERRY OTTIS and MARY OTTIS, husband and wife, hereinafter called the "purchasers",

WITNESSETH: That the sellers agree to sell to the purchasers and the purchasers agree to purchase from the sellers the following described real estate, with the appurtenances, in Skamania County, State of Washington, to-wit:

That portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 25, T3N, R7 E.W.M. described as follows: Beginning at the southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said section 25; thence west along the south line of said section 249 ft.; thence north 19° 31' west 150 ft.; thence east 299 ft.; thence south 141 ft. to the point of beginning, and

A tract of land located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 25, T3N, R7 E.W.M. described as follows: Beginning at the southeast corner of said Section 25; thence north 01° 11' 17" west along the east line of said section 990 ft.; thence west 857 ft. to the initial point of the tract hereby described; thence south 1000.98 ft. to the south line of the said Sec. 25; thence west 500 ft. more or less to the southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said section 25; thence north following the west line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said section to a point west of the initial point; thence east 500 ft. more or less to the initial point;

EXCEPT a 300 ft. right-of-way and an easement acquired by the U.S. of America for the Bonneville Power Administration's electrical power transmission lines.

The terms and conditions of this contract are as follows: The purchase price is Twelve Thousand Five Hundred Fifty-Seven and no/100 (\$12,557.00) Dollars, of which One Thousand Seven Hundred Twenty-Five and no/100 (\$1,725.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: \$70.00 on or before the 25th day of each and every month beginning with the 25th day of April, 1968; from said payments shall first be deducted interest at the rate of six per cent (6%) per annum on the unpaid principal; and an additional \$5.00 per month shall be paid on or before the 15th day of each month by the purchasers to the sellers and the sellers agree to apply said payment to the purchase of fire insurance on said real estate to the extent of the actual cash value thereof against loss or damage by both fire and wind storm in a company acceptable to the purchasers and for the purchasers and sellers benefits as their interests may appear and to apply any balances after

the payment of said insurance to the payment of real estate taxes which would otherwise become a lien on said real estate. All payments to be made hereunder shall be made at White Salmon MLC (Sellers residence) or at such other place as the sellers may direct in writing.

As referred to in this contract, the date of closing shall be 8/12/22 MLC

(1) The purchasers agree that full inspection of said real estate has been made and that neither the sellers nor their assigns shall be held to any covenant respecting the condition of any improvements thereon, nor shall the purchasers or sellers 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.

(2) The purchasers assume 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 agree 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 sellers and applied as payment on the purchase price herein unless the sellers elect to allow the purchasers 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 expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchasers elect that said proceeds shall be paid to the sellers for application on the purchase price herein.

(3) The sellers have delivered, or agree to deliver within fifteen (15) days of the date of closing, a purchasers' policy of title insurance in standard form, or a commitment therefore, issued by Transamerica Title Insurance Company, insuring the purchasers to the full amount of said purchase price against loss

or damage by reason of defect in sellers' 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 purchasers are to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which sellers are purchasing said real estate, and any mortgage or other obligations, which sellers by this contract agree to pay, none of which for the purpose of this paragraph (3) shall be deemed defects in sellers' title.

(4) If sellers' title to said real estate is subject to an existing contract, or contracts, under which sellers are purchasing said real estate, or any mortgage or other obligation, which sellers are to pay, sellers agree to make such payments in accordance with the terms thereof, and upon default, the purchasers 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 sellers under this contract.

(5) The sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the sellers, and subject to the following:

(6) Unless a different date is provided for herein, the purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchasers are not in default hereunder. The purchasers covenant to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchasers covenant to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchasers are entitled to possession.

(7) In case the purchasers fail to make any payment herein provided or to maintain insurance, as herein required, the sellers may make such payment or effect such insurance; and any amounts so paid by the sellers, together with interest at the rate of ten per cent (10%) per annum thereon from date of payment until repaid, shall be repayable by purchasers on sellers' demand, all without prejudice to any other right the sellers might have by reason of such default.

(8) Time is of the essence of this contract, and it is agreed that in case the purchasers 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 sellers may elect to declare all the purchasers' rights hereunder terminated, and upon his doing so, all payments made by the purchasers hereunder and all improvements placed upon the real estate shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the real estate; and no waiver by the sellers of any default on the part of the purchasers shall be construed as a waiver of any subsequent default.

Service upon purchasers of all demands, notices or other papers with respect to forfeiture and termination of purchasers' rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchasers at their address last known to the sellers.

(9) Upon sellers' election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchasers agree 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.

If the sellers shall bring suit to procure an adjudication of the termination of the purchasers' rights hereunder, and judgment is so entered, the purchasers agree 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.

5875  
TRANSACTION EXCISE TAX  
APR 23 1968  
Amount Paid: \$125.57  
Michael O'Sullivan  
Skamania County Treasurer  
By

Robert K. Garwood (Seal)

Mary Lou Garwood (Seal)

Jerry A. Ottis (Seal)

Mary L. Garwood (Seal)

Mary F. Ottis

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

On this day personally appeared before me ROBERT K. GARWOOD and MARY LOU GARWOOD, husband and wife, ~~and JERRY OTTIS and MARY OTTIS, husband and wife~~, 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, for the uses and purposes therein mentioned.

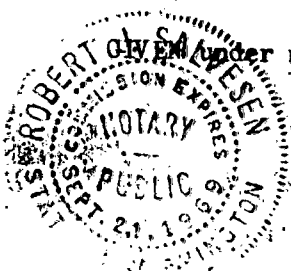
GIVEN under my hand and official seal this 27th day of March



Robert K. Leick  
Notary Public in and for the State of Washington, residing at Stevenson.

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

On this day personally appeared before me JERRY OTTIS and MARY OTTIS, husband and wife, 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, for the uses and purposes therein mentioned.



Robert G. Salomon  
Notary Public, in and for the State of Washington, residing at Stevenson therein.