

REAL ESTATE CONTRACT

THIS AGREEMENT made this day between R. J. REUDE and ORALE E. REUDE, husband and wife, hereinafter called "Sellers", and RONALD D. REUDE and HAZEL M. REUDE, husband and wife, of Route 2, Box 424, Washougal, Washington 98671, hereinafter called "Buyers",

WITNESSETH:

1. **PREMISES SOLD:** That the Sellers will sell to the Buyers, their heirs and assigns, and Buyers will buy of the Sellers, their heirs, executors, administrators and assigns, the following described real property situate in Skamania County, Washington, with appurtenances thereunto belonging on the following terms and conditions:

The Southwest Quarter of the Northeast Quarter (SW-1/4 NE-1/4) and the East half of the East half of the Northwest Quarter (E-1/2 E-1/2 NW-1/4) of Section Three (3), Township One (1) North, Range Five (5) E.W.M., EXCEPT that portion thereof lying Southerly and Easterly of the following described line:

Beginning at the intersection of the center line of County Road No. 1114 designated as the C.C.C. Road with the East line of the SV7-1/4 of the NE-1/4 of the said Section Three (3); thence Westerly following the center line of said C.C.C. Road to its intersection with the center line of County Road No. 1112 designated as the Maybee Mines Road; thence following the center line of said Maybee Mines Road in a Southwesterly direction to its intersection with the quarter section line running East and West through the center of said Section Three (3).
EXCEPT County Roads.

SUBJECT FURTHER reservation for that certain spring approximately 500 feet South and 300 feet West of the Northeast corner of the Northwest quarter of said Section Five (5) together with the right to place a fence around said spring including an area of not to exceed 400 square feet, and an easement from said spring in a Southwesterly direction across said property for pipeline as now laid and the right of ingress and egress thereto and therefrom for the purpose of maintaining said fence, pipeline and reservoir at said spring as specifically provided in that certain deed dated March 1, 1947 from Sam Angelo and Julie D. Angelo, husband and wife, to these Sellers.

2. **PURCHASE PRICE.** The purchase price for said real property is the sum of Twenty-Four Thousand and no/100 Dollars (\$24,000.00) of which the Buyers have paid unto the Sellers the sum of \$5,900.00, receipt of which is hereby acknowledged by the Sellers, and the balance of Eighteen Thousand One Hundred and no/100 Dollars (\$18,100.00) shall be paid in monthly installments of \$100.00 or more, commencing on the 10th day of January, 1972, with a like installment due on the 10th day of each month thereafter until the balance of the purchase price is paid in full.

It is understood and agreed that there shall be no interest charged on the unpaid purchase price.

Buyers reserve the right to pay the balance due on this Contract in full at any time without penalty.

3. **BUYERS' COVENANTS:** Buyers covenant and agree to the following

1925

TRANSACTION EXCISE TAX

MAY 22 1973

Amount Paid \$240.00

Richard G. Deane

Skamania County Treasurer

Bussell J. Halliday

Real Estate Contract:

-2-

terms and conditions, to-wit: To make the payments above agreed to promptly, in the manner and on the dates above named; to keep the buildings on the premises constantly insured in companies selected by the Sellers against loss or damage by fire and other casualty, in a sum of not less than \$10,000.00, with loss payable to Sellers and Buyers as their respective interests may appear, all policies on the buildings to be delivered to the Sellers, if requested, who may retain same until the balance of the purchase price is paid in full; to take the property hereby in the condition as it stands, and to pay the consideration agreed upon, regardless of any loss, destruction or damage to any of the improvements thereon by fire, condemnation proceedings or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to keep the said premises at all times in as good condition as same are now; to permit the Sellers, or their agents to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Sellers in and to said property; to make no alterations which would materially affect the general structure of the premises sold herein nor remove any of said fixtures from said buildings without the written consent of the Sellers. Buyers further covenant and agree in the event of the destruction or damage to said property and the payment of insurance proceeds to Sellers, any insurance so paid to Sellers shall be credited upon the unpaid balance of this Contract, except, that in the event of a partial loss, the proceeds of such insurance may be applied, at Buyers' option, to the actual expenses incurred by the Buyers in making necessary repairs resulting to the damaged premises.

4. **SELLERS' COVENANTS:** The Sellers agree that when the Buyers shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the Sellers to or for the benefit of the Buyers or for the protection of the property or of this Contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this Contract to make, execute and deliver to the Buyers or assigns a good and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances, except those of record mentioned herein, and it is understood and agreed that the warranties of said deed shall, after the date of this Contract, apply only to the acts of the Sellers and shall not include any taxes or assessments which may have become a lien after the date of this Contract.

5. **ASSIGNMENT:** It is agreed that no assignment of this Contract nor any contract to assign this Contract and no contract whereby the title or possession of the above described real estate shall be transferred, shall be valid unless the same shall be consented to by the Sellers in writing, and any attempted assignment, contract to assign, or contract to transfer the title or possession of said premises, by the Buyers, shall be void unless consented to as above provided.

6. **FORFEITURE:** Time is of the essence of this Contract, and if the Buyers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this Contract null and void; and if the Buyers shall fail to make good such default within fifteen (15) days after the Sellers shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Buyers or mailing same by registered or certified mail to said Buyers at their last known address or to the address given on this Contract, at the Sellers' option, then, and in that event, all of the rights under this Contract shall

Real Estate Contract:

-3-

immediately and utterly cease and determine and the property described herein shall revert to, and re-vest in, the Sellers without further action on the part of the Sellers and without any right of the Buyers to reclamation or compensation for money paid, or for improvements made on said premises, as fully, perfectly and absolutely as if this Agreement had never been made and all money theretofore paid to the Sellers under this Contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Sellers in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the Sellers for the Buyers' failure to complete this Contract.

7. **COURT COSTS AND ATTORNEYS' FEES:** In any action by the Sellers to procure an adjudication of the termination of Buyers' rights under this Contract or to recover any intermediate installments or any advances repayable to Sellers, or in any action to recover the unpaid balance on this Contract or to enforce any other rights of Sellers hereunder, Buyers agree to pay Sellers the expenses incurred in searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fees.

8. **REPRESENTATIONS:** Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, shall be binding on the Sellers unless expressly contained herein.

9. **WAIVER:** No assent, expressed or implied, by Sellers to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

10. **GENERAL:** The parties hereto agree that this Agreement is being executed at this time to place in writing an oral agreement of sale between these parties which took place December 20, 1971 and that the Buyers have made all monthly installments required by the terms of said agreement through March 10, 1973. That the unpaid balance owing on said Contract as of this date is \$16,600.00.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 16th day of April, 1973.

R. J. Reude
Orale E. Reude
 SELLERS

Ronald O Reude
Hayel M Reude
 BUYERS

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me R. J. REUDE and ORALE E. REUDE, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of April, 1973.

[Signature]
 Notary Public in and for the State of Washington, Residing at Camas.

