

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into by

day of December, 1979

between STEPHEN L. MCKEE AND CHRISTINE M. MCKEE, HUSBAND AND WIFE

hereinafter called the "seller," and

DAVID L. TITZEL AND JUDY K. TITZEL, 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

beginning at a point on the East boundary line of the Southwest Quarter of Section 26, Township 3 North, Range 8 East, Willamette Meridian, which said point is South 0°11' East 1390 feet from the Northeast corner of said Southwest Quarter of said Section 26; thence South 50°49' East 63.2 feet; thence South 38°28' West 123.3 feet; thence South 22°40' East 177 feet; thence South 54°47' West 225.3 feet; thence North 3°52' East 190.4 feet; thence North 69°40' West 90.6 feet; thence South 7°40' West 212.2 feet; thence South 01°23' East 232.6 feet; thence South 36°32' West 237.1 feet to a point on the North boundary line of that tract of land owned by Edward L. Erickson December 14, 1977 containing 15.23 acres; thence East on said north boundary line of the Erickson tract to a point which is East 477.7 feet from the northwest corner of said Erickson tract; thence North 12°41' East 121.9 feet; thence South 82°55' West 183 feet; thence North 85°29' West 84.2 feet; thence South 56°13' West 85.1 feet; thence South 87°39' West 216.2 feet; thence South 62°44' West 219.6 feet; thence South 38°25' West 93.7 feet; thence North 08°03' East 795.3 feet; thence North 89°39' East 1298 feet to a point on the East boundary line of said Southwest Quarter of Section 26, which point is South 00°11' East 1320 feet from the Northeast corner of said Southwest Quarter of Section 26; thence South 00°11' East 10 feet to the point of beginning; Except county roads, AND EXCEPT that portion lying South of County Road known and designated as Wind Mountain Road;

SUBJECT to the terms and provisions, and conditions and covenants as contained in Timber Deed to Crown Zellerbach recorded September 5, 1979 under Auditors File No. 19367 in Book 77 on page 117, Skamania County Deed Records, and Subject to easements of record if any.

The total purchase price is TWENTY TWO THOUSAND DOLLARS AND NO/100 DOLLARS OF WHICH TEN THOUSAND AND NO/100 DOLLARS has been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: TEN THOUSAND AND NO/100 DOLLARS on or before the 31st day of January 1980 and TWO THOUSAND AND NO/100 DOLLARS on or before the 1st day of June 1980.

Purchaser agrees to pay interest at the rate of 11 1/2% per annum on the unpaid balance until All payments to be made hereunder shall be made at 404 Vancouver Avenue, Stevenson, Wa.

SELLER agrees to deliver a warranty deed to purchaser for total property when purchaser shall have paid a total of Twenty Thousand and No/100 Dollars and seller further agrees to carry a note on the balance of Two Thousand and No/100 Dollars until the 1st day of June 1980.

As referred to in this contract, date of closing shall be DECEMBER 18, 1979

(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 expenses 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 substitution therefor, issued by First American Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by title defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- 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
- Any existing contract or obligation under which seller is purchasing said real estate, and any mortgage or other obligation, other than that created by this contract, or to pay, none of which for the purposes of this paragraph (5) shall be deemed defects in seller's title.

(14) The seller shall be subject to an existing contract or contracts under which seller is purchasing real estate, and the seller shall be bound to make such payments in accordance with the terms thereof, and the purchaser shall have the right to make any payments necessary to remove the same, and any payments so made shall be paid to the seller under this contract.

(15) The purchaser, upon receiving full payment of the purchase price and interest to the manner above specified, shall execute and deliver to purchaser a title warranty deed in said real estate, showing any part thereof burdened with a mortgage, lien, or encumbrance, except any that may arise after date of closing through any person other than the seller, and subject to the following:

Conditions and restrictions of record.

(16) Upon a different date is provided for herein, the purchaser shall be entitled in possession of said real estate on date of closing and to retain possession as long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit same to fall into disrepair, and to use or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all taxes, localities of, and all charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date of closing is entitled to possession.

(17) In case the purchaser fails to make any payment herein provided for or to maintain insurance, as herein required, the seller may make such payments to effect such insurance, and any amount so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller may have by reason of such default.

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

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

(19) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees 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 seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees 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.

Stephen L. McKee (SEAL)
STEPHEN L. MCKEE
Christine M. McKee (SEAL)
CHRISTINE M. MCKEE
David L. Feltzel (SEAL)
DAVID L. FELTZEL
Judy K. Feltzel (SEAL)
JUDY K. FELTZEL

STATE OF WASHINGTON,

County of SKAMANIA

On this day personally appeared before me **STEPHEN L. MCKEE AND CHRISTINE M. MCKEE, 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 19 day of December 1917

No. 7200
TRANSACTION EX-100
Notary Public in and for the State of Washington,

DEC 2 1917
Amount Paid \$220.00
witness of VANCOUVER



Skamania County Trust
First American Title INSURANCE COMPANY

Filed for Record at Request of

Name STEPHEN L. MCKEE
Address STEVENS, WASH
City and State STEVENS, WASH

REGISTERED
INDEXED
RECORDED
CHANGED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE,
STATE OF WASHINGTON
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE ABOVE
INSTRUMENT OR WRITING FILED BY
L. J. Jones
OF Stevens, Wash
ON Dec 20 1917
WAS RECORDED IN BOOK 77
OF Dec 20 AT PAGE 708-9
RECORDS OF SKAMANIA COUNTY, WASH.
L. J. Jones
COUNTY CLERK