

REAL ESTATE CONTRACT

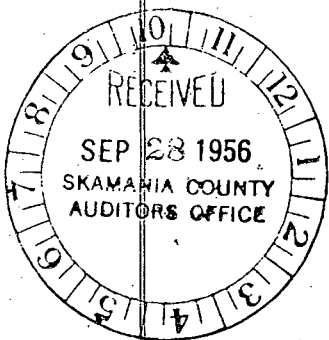
THIS AGREEMENT, made and entered into this 29 day of August, 1956 between STEPHEN S. KONZ, a single man, as his separate property, hereinafter called the "seller", and DOUGLAS H. STEINHART, Box 432, Stevenson, Washington, hereinafter called the "purchaser",

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit:

That part of the East Half (E $\frac{1}{2}$) of Section 15, Township 4 North, Range 7 E.W.M., lying north of the Wind River Highway, described as follows, to-wit:

Beginning at a point 2030.1 feet south 00° 22' west of section corner common to Sections 10, 11, 14 and 15, Township 4 North, Range 7 E.W.M., said point being an iron pipe set in westerly boundary of county road right of way known as Leete Road; from said point thence west for a distance of 450.0 feet to an iron pipe; thence south 15° 45' east for a distance of 1283.1 feet to an iron pipe set in northerly right of way boundary of Wind River Highway; thence south 57° 09' east along northerly right of way boundary of said highway for a distance of 118.5 feet to an iron pipe set in intersection of State Highway right of way boundary and westerly right of way boundary of Leete Road; thence northerly along west right of way boundary of Leete Road for a distance of 1299.4 feet more or less to point of beginning;

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of TWO THOUSAND DOLLARS (\$2,000.00), of which the sum of One 100.00 HUNDRED DOLLARS (~~\$500.00~~) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of thirteen 1900.00 HUNDRED DOLLARS (~~\$1500.00~~) shall be paid as follows: \$25.00 per month, including interest at the rate of 6% per annum, commencing on the 1st day of October, 1956 and a like payment on the 1st day of each month thereafter until the full amount of the purchase price and interest is paid, provided however that the purchaser may pay any additional amount on said contract as he may desire on any regular payment date.



THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may arise between seller and purchaser hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the conditions of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

THE SELLER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;
2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 6 per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure.
2. That this contract shall not be assignable or transferrable without the written consent of the seller first had and obtained and any attempted assignment or transfer of this contract shall be void without such written consent and shall constitute a breach of this contract.
3. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments

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theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments, made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, 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 of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller. That in the event that the seller has to bring any suit or action on this contract to enforce any of the provisions hereof, that in addition to their costs and disbursements, he shall be entitled to collect a reasonable attorney's fee in any such action or actions.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Stephen S. Konz (SEAL)
Stephen S. Konz, Seller

Douglas H. Steinhart (SEAL)
Douglas H. Steinhart, Purchaser

STATE OF WASHINGTON)
) SS.
COUNTY OF SPOKANE)
LINCOLN

On this day personally appeared before me Stephen S. Konz, to me known to be the individual described in and who executed the within and foregoing instrument, as seller, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29 day of August, 1956.

L. D. L. L.
Notary Public for State of Washington
residing at Harrington

STATE OF WASHINGTON)
) SS.
COUNTY OF Spokane

On this day personally appeared before me Douglas H. Steinhart, to

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me known to be the individual described in and who executed the within and fore-
going instrument, as purchasr, and acknowledged that he signed the same as his
free and voluntary act and deed, for the uses and purposes therein mentioned.

1956.

GIVEN under my hand and official seal this 24th day of Sept.

Robert V. Garver
Notary Public for State of Washington
residing at Lawson

Ex. 1512
TRANSACTION EXCISE TAX

\$20⁰⁰
Mabel J Jeter
Garnette S. Hutchinson, Deputy