

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 14th day of April, 1958, by and between HARRY J. CARD and MARGARET J. CARD, husband and wife, hereinafter called the Seller, and HARLEY A. TERNAHAN and BONNIE F. TERNAHAN, husband and wife, hereinafter called the Purchaser:

WITNESSETH:

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, situate in the County of Skamania, State of Washington:

The South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$) of Section 16, Township 3 North, Range 10 E. W. M.;

The East Half of the Northeast Quarter of the Northwest Quarter ($E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$) of Section 21, Township 3 North, Range 10 E. W. M., EXCEPT the following described portion thereof: Beginning at a point on the west right-of-way line of the county road known and designated as the Kramer Road, said point being north $44^{\circ} 40'$ east a distance of 936.1 feet from a railroad iron marking the southwest corner of the $E\frac{1}{2}$ of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of the said Section 21; thence south $89^{\circ} 38'$ west 300 feet; thence north 340 feet; thence north $89^{\circ} 38'$ east 300 feet to the west right-of-way line of said Kramer Road; thence south along said west line 340 feet to the point of beginning; said tract containing 2.34 acres, more or less;

SUBJECT TO easements and public roads of record.

On the following terms and conditions: The purchase price is Seven Thousand and No/100 (\$7,000.00) Dollars, of which One Hundred and No/100 (\$100.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of the said purchase price in the sum of Six Thousand Nine Hundred and No/100 (\$6,900.00) Dollars as follows: Two Hundred and No/100 (\$200.00) Dollars or more on or before October 1, 1958, and thereafter semi-annual installments of Three Hundred and No/100 (\$300.00) Dollars or more payable on the first days of April and of October of each year beginning with the year 1959 and each and every year thereafter until the full amount of the purchase price together with interest has been paid in full. The said semi-annual installments shall include interest at the rate of five (5) per-cent per annum computed upon the semi-annual balances of the unpaid purchase price. The said semi-annual installments shall be applied first to interest and then to principal. The purchaser reserves the right at any time he is not in default hereunder to pay the unpaid balance of the purchase price together with

interest then due.

THE PURCHASER AGREES: (1) to pay the second half of general taxes for 1958 and all taxes and assessments which may hereafter be levied against the said real property; (2) to keep the barn now constructed upon said real property unceasingly insured against loss or damage by fire in the sum of One Thousand and No/100 (\$1,000.00) Dollars and to procure and deliver to the Seller a policy of fire insurance in such sum with a loss payable clause endorsed thereon showing the interest of the Federal Land Bank of Spokane; (3) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purposes; (5) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking of any part of the said real property for a public use; and that no such damage or taking, if the same shall occur, shall constitute a failure of consideration; and (6) that full inspection of the said real property has been made, and that the Purchaser does not rely on any representation made by the Seller except those herein stated.

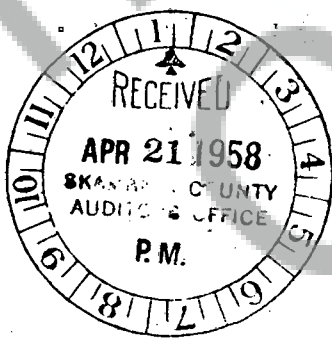
THE SELLER AGREES: (1) Upon receiving the said purchase price in full, together with interest, to make, execute and deliver to the Purchaser a warranty deed with federal and state documentary stamps affixed thereto conveying the above described real property subject to easements and public roads of record and the acts and omissions of the Purchaser under this contract; (2) upon receiving the said purchase price in full, together with interest, to deliver to the Purchaser a policy of title insurance in the sum of Seven Thousand and No/100 (\$7,000.00) Dollars insuring the Purchaser subject to easements and public roads of record, the usual printed exceptions appearing in such policy; and the acts and omissions of the Purchaser under this contract; (3) to assume and pay any excise tax which may be levied on the sale of the said real property to the Purchaser under Chapter 11 and 19, 1951 Laws, Ex. Sessions; (4) that the Purchaser shall have possession of the said real property immediately; and (5) that the Purchaser shall have the right and privilege of dismantling a certain war surplus house now on the premises and the further right and privilege of using and removing such scrap lumber as may be salvageable.

IT IS AGREED that the Purchaser shall not assign this contract or any interest

therein without the express written consent of the Seller until April 1, 1963, or until the sum of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars shall have been paid on the principal amount of this contract exclusive of interest.

AND IT IS FURTHER AGREED time is of the essence hereof, and in the event the Purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare all of the Purchaser's rights hereunder terminated, and upon his doing so, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession of the property; and if the Seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchaser's rights hereunder, the Purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee; and that upon default, forfeiture may be declared by notice sent by registered mail to the address of the Purchaser, or his assigns, last known to the Seller.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.



Harry J. Card (SEAL)
Margaret J. Card (SEAL)
 Sellers
Harley E. Ternahe (SEAL)
Bonnie F. Ternahe (SEAL)
 Purchasers

STATE OF COLORADO

County of *Seneca*

I, the undersigned, a notary public in and for the State of Colorado, hereby certify that on this *14th* day of April, 1958, personally appeared before me HARRY J. CARD and MARGARET J. CARD, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

No.

2413

TRANSACTION EXCISE TAX

APR 21 1958

Amount Paid To

Mabel J. Gentry
 Skamania County Treasurer

 By *Pauline Trout*
 Deputy

Pauline Trout
 Notary Public, in and for the State of Colorado, residing at *Seneca* Colorado.

My commission expires: *January 31, 1961*