

REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 1st day of April, 1961, by and between HULDA S. RAINEY, a divorced woman, hereinafter called the "Seller", and ROY DUDLEY and CLARA DUDLEY, his wife, hereinafter called the "Purchaser", WITNESSETH:

The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy of the Seller, the following described real estate with the appurtenances thereon, situated in Skamania County, Washington:

A tract of land in the Jos. Robbins D.L.C. in Section 27, Township 3 North, Range 8 East, W. M., described as follows: Beginning at a point marked with an iron pipe 660 feet east and 682 feet north of the intersection of the south line of the said Section 27 with the west line of the said Jos. Robbins D.L.C.; thence east 169.4 feet; thence north 03° 23' east 85.5 feet; thence west 61.4 feet to the center of a certain unnamed creek; thence in a northwesterly direction along the center of said creek to a point 60 feet north, and perpendicular to the westerly extension of the last described course; thence west 93 feet, more or less, to the easterly line of the county road known as the Berge Road; thence southwesterly along the easterly line of said road to a point due west of the point of beginning; thence east to the point of beginning; TOGETHER WITH all water rights.

Beginning at the intersection of the west line of the Jos. Robbins D.L.C. with the south line of Section 27, Township 3 North, Range 8 East, W. M., thence north along the west boundary of the said Jos. Robbins D.L.C. 20 chains; thence east and parallel to the west line of the said Jos. Robbins D.L.C. a distance of 474 feet to the initial point of the tract of land hereby described; thence south 264 feet; thence west 186 feet, more or less, to intersection with the southeasterly line of the county road known and designated as the Berge Road; thence northeasterly along the said Berge Road to the point of beginning.

SUBJECT TO the usual easements and restrictions of record.

The terms and conditions of this contract are:

The purchase price is SEVEN THOUSAND FOUR HUNDRED FIFTY (\$7,450.00) DOLLARS, of which Five Hundred (\$500.00) Dollars has been paid, the receipt of which is hereby acknowledged, and the balance of Six Thousand Nine Hundred Fifty (\$6,950.00) Dollars shall be paid as follows:

In monthly installments of Eighty (\$80.00) Dollars each, beginning with the 1st day of May, 1961, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at 6% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to purchaser to make larger payments at any time or to pay the contract in full, and interest shall immediately cease on all payments so made.

The purchaser is entitled to physical possession of the premises on

It is understood and agreed between the parties hereto that the Purchaser will not cut any trees on the property herein conveyed or sell or assign any of his interest in and to said property until the sum of Three Thousand (\$3,000.00) Dollars has been paid on the principal of the unpaid balance herein.

The purchaser agrees to pay before delinquency all taxes and assessments which may, as between Seller and Purchaser hereafter, become a lien on the real estate; and Purchaser agrees to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to Seller and for the benefit of the Seller or Purchaser as their interests may appear, and to pay all premiums

therefor until the purchase price is fully paid, and to deliver to Seller the insurance policies, renewal and premium receipts.

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises or any part thereof for any illegal purpose.

In the event that the purchaser shall fail to make any payment hereinbefore provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 10% per annum until paid, without prejudice to any other rights of seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant 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. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: *Rt 1 Stevenson, Wash*, or at such other address as the Purchaser shall indicate to the Seller in writing. 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 under this contract, 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.

Or the Seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments so made by the Seller and repayable by the Purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the Purchaser, are independent of the covenant to make a deed and that every 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.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the moneys received by the Seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the Seller may be required to expend in procuring such money, or at the election of the Seller, to the rebuilding or restoration of the premises.

The payments called for herein are to be made at the White Salmon Branch of the National Bank of Commerce of Seattle for the account of the Seller.

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

No. 3344  
**TRANSACTION EXCISE TAX**  
APR 6 1961  
Amount Paid 74.50  
Michael O'Donnell  
Skamania County Treasurer  
By \_\_\_\_\_  
STATE OF WASHINGTON )  
COUNTY OF KLIKITAT )

Hulda S. Rainey  
SELLER  
[Signature]  
PURCHASER

RECEIVED  
JUN 1961  
SKAMANIA COUNTY  
AUDITOR  
STEVENSON, WASH.

This is to certify that on this 1st day of April, 1961, personally appeared before me HULDA S. RAINEY, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1st day of April, 1961.

Frank H. Knosher  
Notary Public in and for the State  
Washington, residing at Goldendale.