

REAL ESTATE CONTRACT

THIS CONTRACT, made this 10th day of October, 1961, between DARRELL JAMES CHATTAN, individually and as executor and trustee under the last will and testament of William Carson Chattan, deceased, and SHARON LYNNE BLEER, hereinafter called the Sellers, and CECIL E. COMBS and ALAMEDA I. COMBS, husband and wife, hereinafter called the Purchasers,

WITNESSETH:

The Sellers agree to sell to the Purchasers, and the Purchasers agree to purchase of the Sellers the following described real estate with the appurtenances, situate in Skamania County, Washington:

No. 745
TRANSACTION EXCISE TAX

OCT 11 1961

Amount Paid \$130.00

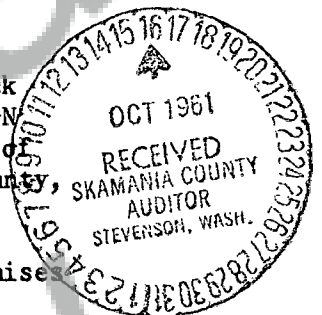
Michael O. O'Connor

Skamania County Treasurer

By Beverly J. Milling, Dep.

Lots 3, 4, 5, and the east 40 feet of Lot 6 of Block Seven of RIVERVIEW ADDITION TO THE TOWN OF STEVENSON according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington;

SUBJECT TO the rights of the occupants of said premises under an oral month to month lease.



On the following terms and conditions: The purchase price is Thirteen Thousand and No/100 (\$13,000.00) Dollars, of which One Thousand and No/100 (\$1,000.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the Purchasers agree to pay the balance of said purchase price of Twelve Thousand and No/100 (\$12,000.00) Dollars in monthly installments of Eight-five and No/100 (\$85.00) Dollars, or more, commencing on the 10th day of November, 1961, and on the 10th day of each and every month thereafter until the full amount of the purchase price, together with interest, shall have been paid; provided, however, that the full amount of the purchase price, together with interest, shall be due and payable on or before the 10th day of October, 1965. The foregoing monthly installments shall include interest at the rate of six per cent (6%) per annum computed upon the monthly balances of the purchase price. Said installments shall be applied first to interest and then to principal. The Purchasers reserve the right while they are not in default under the terms and conditions of this contract to pay part or all of the unpaid purchase price plus interest then due. The Purchasers shall have the right and privilege to assign this contract with the express written consent of the Sellers, but any purported assignment thereof without such consent shall be null and void.

The Purchasers agree: (1) to pay before delinquency all taxes and assessments which are above assumed by them, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the Sellers as owners, in an insurance company satisfactory to the Sellers for the benefit of the mortgagee, the seller, and the purchaser, as their interest may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the Purchasers shall fail to pay before delinquency any taxes or assessments, or to insure the premises as above provided, the Sellers may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by them shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of Sellers by reason of such failure.

The Purchasers agree to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the Sellers by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the Sellers may be required to expend in procuring such money, or at the election of the Sellers, to the rebuilding or restoration of such improvements.

The Sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Purchasers a warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the Sellers.

The Sellers, on full payment of the purchase price, will procure and deliver

to the Purchasers, a title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the Purchasers to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the Purchasers, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) that the 1961 taxes, pre-paid fire insurance premiums and rentals for said premises shall be pro-rated between the Purchasers and the Sellers as of October 10, 1961; (2) that the Purchasers have made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the Purchasers shall have possession of the real estate on October 10, 1961, and be entitled to retain possession so long as purchasers are not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the Purchasers, or their assigns, last known to the Sellers.

Time is of the essence hereof, and in the event the Purchasers shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the Sellers may elect to declare all of the Purchaser's rights hereunder terminated, and upon his doing so, all payments made by the Purchasers hereunder and all improvements placed upon the premises shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to re-enter and take possession of the property; and if the Sellers within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchaser's rights hereunder, the Purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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

Cecil C Combs (SEAL)

Alameda J Combs (SEAL)

Purchasers

Darrell James Chatten (SEAL)

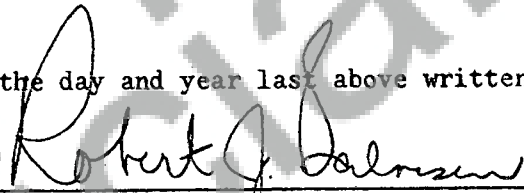
Sharon Lynn Blew (SEAL)

Sellers

STATE OF WASHINGTON,)
) ss.
County of Skamania.)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 10th day of October, 1961, personally appeared before me DARRELL JAMES CHATTAN, individually and as executor and trustee under the last will and testament of William Carson Chattan, deceased, and SHARON LYNNE BLEER, 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.



Notary Public in and for the
state of Washington, residing
at Stevenson.