

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between JAMES E. MORRIS and ESTHER S. MORRIS, husband and wife, hereinafter referred to as "Seller", and LEROY A. MILLER and CECILE M. MILLER, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises", or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

Beginning at a point 200 feet due West of a round hub placed at an angle point in the Northerly line of the S. P. & S. Railway Company's right of way North 09°05' East 200 feet from Station 2042+2314 of the survey locating the center line of said right of way, said round hub being 997.92 feet South and 2035.5 feet West from the Northeast corner of Section 21, Township 2 North, Range 7 East of the Willamette Meridian; thence North 00°48' West to the Southerly line of the Evergreen Highway; thence following the Southerly line of the Evergreen Highway Easterly to a point which is North 00°48' West of a point 50 feet due East of the round hub above mentioned; thence South 00°48' East to the Northerly line of the 400 foot right of way of the S. P. & S. Railway Company; thence Westerly along the Northerly line of the said 400 foot right of way to the round hub above mentioned; thence South 00°05' West 100 feet to angle point in the North line of the S. P. & S. Railway Company's right of way; thence Westerly along the Northerly line of the 200 foot right of way of said S. P. & S. Railway Company to a point which is South 00°48' East of the point of beginning; thence North 00°48' West to the point of beginning; said tract being designated as the Westerly 50 feet of Lot 1 and Lots 2, 3, 4 and 5 of Block Nine (9) of the unrecorded plat of North Bonneville, Skamania County, Washington.

TOGETHER WITH the furniture and fixtures in the cabins on the above described property, except such items owned by the tenants now in said cabins, the principal items of such furniture and fixtures being described as follows:

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|---------------------------------|--------------------------------------|
| 1 Calorie Gas Range | 2 Electromaster electric ranges |
| 2 A & B Electric ranges | 1 Monarch electric range |
| 1 Sparks Oil heater with barrel | 1 General electric refrigerator |
| 1 Stewart & Warner Refrigerator | 2 Frigidaire electric refrigerator |
| 1 Leonard electric refrigerator | 1 Westinghouse electric refrigerator |
| 1 Neon sign | 1 Gibson electric refrigerator |
| | 1 Washing machine |



AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of SIXTEEN THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$16,680.00) of which Purchaser has paid to Seller the sum of One thousand dollars (\$1,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. It is understood that Seller is now purchasing the above described real and personal property pursuant to an executory real estate contract bearing date of March 1, 1961, between Orin T. Ankenbauer and Maybelle Ankenbauer, husband and wife, as vendors, and Seller herein as vendees, which contract is recorded in Book 48 of Deeds, page 392, records of Skamania County, Washington. Purchaser does hereby assume and covenant to pay and perform the aforesaid real estate contract according to the terms and conditions of the same, and for which assumption of such obligation Purchaser is accorded credit upon the purchase price herein in the principal balance of said contract at this time in the sum of \$13,180.00. The balance of the purchase price after credit for such additional payment and assumption of contract obligation in the amount of \$2,500.00 shall be due and payable in monthly installments of FIFTY DOLLARS (\$50.00), or more at Purchaser's option. The declining balances of such purchase price shall bear interest computed from June 12, 1964, at the rate of six percent (6%) per annum, and such monthly installments shall be first applied in payment of such interest accruing from month to month, and the balance of the same shall be credited to the principal. The monthly installments herein provided shall commence on July 12, 1964, and shall continue on the same day of each month thereafter until the entire purchase price and interest is paid in full. It is understood that \$1,000.00 of such purchase price represents the personal property described above, and that the balance of such purchase price relates to the real property.

2. ASSIGNMENT: Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the prior written consent of Seller, but which consent Seller will not unreasonably withhold. Purchaser shall be privileged to lease or let the cabins or other buildings on the premises from time to time, but any such tenancy or leasehold estate shall be subject to the lien of this contract. It is also understood that some items of the aforesaid furniture and fixtures may require replacement from time to time due to wear or obsolescence. Purchaser shall be privileged to replace any such articles with articles of equivalent quality and value, and any such replacement articles shall likewise be secured by the lien of this contract.

3. INSURANCE AND TAXES: Seller warrants that the real property taxes levied on the premises are paid for the first half of 1964, and all prior years, and Purchaser covenants to seasonably pay such real property taxes and other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Purchaser further covenants at his expense to keep the insurable buildings on the property continually insured against fire and extended coverage to the full insurable value of the same, with proceeds of such insurance payable to the parties as their interests shall appear. Such policies of insurance and the renewals of the same shall be and remain in the possession of Seller. In event of any such insurable loss or damage and the payment of insurance proceeds to Seller as aforesaid, then any sums so paid on account of

such insurance shall be credited upon the unpaid balance of this contract, except that in event of a partial loss such insurance proceeds may, at Purchaser's election, and with the approval of the prior vendor, be applied to the necessary expense of repair occasioned by such partial loss.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real and personal property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the property from June 12, 1964, and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that this contract is being performed. All rentals accruing to the property shall be for Purchaser's account from said date. Purchaser further covenants to use the premises in a lawful manner, to commit no waste thereon, to keep the premises and improvements thereon in a clean and sanitary condition and in a good state of repair, and to refrain from performing any material alterations to the premises or the buildings thereon except with Seller's prior consent. Purchaser covenants to seasonably pay all charges to said premises for repairs, utilities, improvements, and otherwise, to the end that no liens for the same shall attach to said premises. In event Purchaser shall fail or neglect to make any such payments for repairs, utilities, improvements, insurance premiums, taxes, assessments, or other charges which in the opinion of Seller may attach as a lien to said premises, or if Purchaser shall fail to properly maintain or repair the premises or the buildings thereon, or if Purchaser shall fail or neglect to make any such contract payments, then Seller may, at his election, make any such payments or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Seller covenants upon the complete payment and performance of this contract to deliver to Purchaser a suitable deed and purchaser's assignment of real estate contract whereby Seller herein will convey and assign to Purchaser herein all right, title and interest in the property herein and all interest in the aforesaid executory contract regarding said property bearing date of March 1, 1961, between the said Orin T. Ankenbauer, et ux, as vendors, and Seller herein as vendees. Seller further covenants to transfer said property and equity free of liens or encumbrances except as to such contract balance, but Seller shall not be required to warrant against any such liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the date of this contract. Seller further agrees upon such performance of the within contract to furnish to Purchaser a policy of title insurance in the amount of the purchase price insuring Purchaser's rights and equity in the property as herein provided to be conveyed.

Jefferson & Keeler
Notary Public in and for the State
of Washington;
Residing at Camas, therein.

C O N S E N T

KNOW ALL MEN BY THESE PRESENTS, that the undersigned ORIN T. ANKENBAUER and MAYBELLE ANKENBAUER, husband and wife, the sellers in that certain real estate contract regarding the above described property bearing date of March 1, 1961, with the above named James E. Morris and Esther S. Morris, husband and wife, as purchasers, do hereby consent to the foregoing real estate contract, and the undersigned do further consent to the conveyance and assignment of the said purchaser's interest in the aforesaid property and contract bearing date of March 1, 1961, to the above named Leroy A. Miller and Cecile M. Miller, husband and wife, upon the payment and performance of the within contract. In consideration of the premises, the undersigned do further agree to discount the balance due the undersigned on account of such real estate contract of March 1, 1961, to the principal sum of \$8,000.00, if the same is paid in full on or before January 1, 1965.

IN WITNESS WHEREOF, we have executed this Consent this 22nd day of June, 1964.

Orin T. Ankenbauer

Orin T. Ankenbauer

Maybelle Ankenbauer

Maybelle Ankenbauer