

WASHINGTON  
TITLE INSURANCE  
COMPANY

## REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 23rd day of September, 1965

between KEITH A. FOWLER and ELIZABETH DOUGLASS FOWLER, his wife,

hereinafter called the "seller," and DAVID G. LARIVE, a single man,

hereinafter called the "purchaser,"

WITNESSETH: That 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, in Skamania County, State of Washington:

AS PER ATTACHED.

A tract of land located in Government lot 5 of section 31, township 3 North, range 8 East, W.M., more particularly described as follows:

Beginning at a point which is 1,800 feet south of quarter corner between sections 30 and 31, Township 3 North, Range 8 East, W.M.; thence following the meanderings of the county road as the same was laid out and established on October 11, 1909, to a point 1,007 feet distant from and north 55° 30' east of the point of beginning; thence south 799 feet to a point on a rock ledge (witness an iron stake near a fir tree 2 feet in diameter north 40° west 3 feet distant); thence south 60° 30' west 370 feet along the edge of the rock ledge; thence south 300 feet; thence south 75° 30' west 520 feet; thence north 840 feet to the point of beginning;

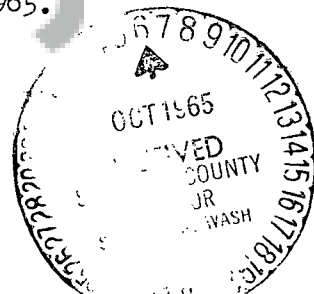
EXCEPT a tract of land reserved by J. Allen Gilbert, a widower, by deed dated December 17, 1936, and recorded October 18, 1937, at page 447 of Book 2 of Deeds, under Auditor's File No. 24817, Records of Skamania County, Washington;

AND EXCEPT a tract of land conveyed by J. Allen Gilbert, a widower, to Lynn Finster and Rose Finster, husband and wife, by deed dated December 28, 1934, and recorded January 4, 1935, at page 81 of Book Y of Deeds, under Auditor's File No. 20231.

AND EXCEPT right of way acquired by the Spokane, Portland and Seattle Railway Company.

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The terms and conditions of this contract are as follows: The purchase price is FOURTEEN THOUSAND AND NO/100ths - (\$ 14,000.00 ) Dollars, of which FOUR THOUSAND SIXTY AND NO/100ths - (\$ 4,060.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: THREE THOUSAND THREE HUNDRED THIRTEEN AND 33/100ths Dollars (\$3,313.33), or more, on or before the 1st day of September, 1966; THREE THOUSAND THREE HUNDRED THIRTEEN AND 33/100ths Dollars (\$3,313.33) on or before the 1st day of September, 1967, and the balance of this contract shall be paid in full on or before September 1, 1968. Said payments shall include interest at the rate of four per cent (4%) per annum, computed on the diminishing balance of said purchase price, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Interest to begin on the 4th day of October, 1965.



All payments to be made hereunder shall be made at National Bank of Commerce, Northgate Branch or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be October 4, 1965 326 Northgate Plaza Seattle, Washington

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Washington Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing, through any person other than the seller, and subject to the following:

AS PER ATTACHED..

Minerals and mineral rights including an easement for an access road for removal of the same, and an easement and right of way along an existing road to the southerly line of the right of way of the Spokane, Portland and Seattle Railway Company terminating at the easterly line of the real estate under search, reserved by John F. Sweeney and Mary E. Sweeney, husband and wife, and Columbia Gold and Copper Mining Company, a corporation, in deed dated October 11, 1909, and recorded October 14, 1909, at page 65 of Book M of Deeds, records of Skamania County, Washington.

The effect, if any, of an agreement for joint water use and water pipeline maintenance recorded under Auditor's File No. 18787, records of Skamania County, Washington.

An easement and right of way for an access road and water rights reserved in deed recorded under Auditor's File No. 24817, records of Skamania County, Washington.

A flowage easement granted to the United States of America to overflow the real estate under search as recorded under Auditor's File No. 25005, records of Skamania County, Washington.

A supplemental flowage easement to overflow the real estate under search as recorded under Auditor's File No. 60602, records of Skamania County, Washington.

Easements and rights of way for Primary State Highway No. 8.

X

Keith A. Chavler

X

E. F. F.

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(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; 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 upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

1 David G. Larive  
David G. Larive

Keith A. Fowler (SEAL)

Elizabeth Douglass Fowler (SEAL)

By Armand O. Larive  
Armand O. Larive as attorney in fact for  
David G. Larive, a single man  
STATE OF WASHINGTON,

(SEAL)

(SEAL)

NOTARY PUBLIC  
County of Skamania  
OCT 6 1965

On this day personally appeared before me Keith A. Fowler and Elizabeth Douglass Fowler  
as known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that  
they signed the same as their free and voluntary act and deed, for the uses and purposes  
therein mentioned.

GIVEN under my hand and official seal this 5th day of October,  
September, 1965

No. 12857  
TRANSACTION EXCISE TAX

My J. Hanna  
Notary Public in and for the State of Washington,

residing at Seattle

OCT 6 1965

Amount Paid \$14.00  
Michael O'Donnell  
Skamania County Treasurer  
By

Real Estate Contract  
FROM  
Keith A. Fowler et al.

STATS OF WASHINGTON }  
COUNTY OF SKAMANIA } SS  
I HERECY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
R. J. Anderson  
OF Stinson  
AT 11:00 P.M. Oct. 6  
WAS RECORDED IN BOOK 55  
OF Deed AT PAGE 26  
RECORDS OF SKAMANIA COUNTY, WASH.  
GP O'Donnell  
COUNTY AUDITOR  
BY E. Musfeld  
DEPUTY

SEATTLE, WASHINGTON  
Mail to WTI Escrow No. D-169879-CK

REGISTERED	INDEXED	FILED	RECORDED	COMPARED	MAILED
6	6	6	6	6	6

Send Tax Statement to