

REAL ESTATE CONTRACT

This contract is made and entered into by and between William J. Wineberg, of Vancouver, Washington, individually and as Executor of the Estate of Janet R. Wineberg, deceased, pursuant to an order confirming sale of real property at private sale entered in said estate, Probate Cause No. 17518 in the Clark County Superior Court on December 14, 1965, hereinafter called the seller, and George J. Schmid and Emma M. Schmid, husband and wife, Route 2, Box 95, Washougal, Washington, hereinafter called the buyers.

It is mutually agreed as follows:

1. The seller agrees to sell to the buyers and the buyers agree to purchase from the seller, all in accordance with the terms of this contract, the following described real estate situated in Skamania County, Washington, to-wit:

The North Half of the Southeast Quarter of the Northeast Quarter of Section 9, Township 1 North, Range 5 East, W.M., EXCEPT right of way for Primary State Highway No. 8, and EXCEPT a tract of land conveyed to the State of Washington for a quarry site consisting of 1.8 acres, more or less, by deed dated January 25, 1939, and recorded February 24, 1939, at page 334 of Book 27 of Deeds, Records of Skamania County, Washington.

Subject to easements and rights of way for public roads, if any, over and across such real property.

2. The buyers promise to pay to the seller as the purchase price of the property described above the sum of Three Thousand (\$3,000.00) Dollars, to be paid as follows:

a. The sum of One Thousand (\$1,000.00) Dollars has been paid herewith and receipt of said sum is hereby acknowledged.

b. The unpaid balance of the purchase price, to-wit, the sum of Two Thousand (\$2,000.00) Dollars, shall be paid in annual installments of Five Hundred (\$500.00) Dollars each, beginning one year from the date of this contract and continuing yearly thereafter until the entire balance of the contract price has been paid.

c. The unpaid balance of the purchase price and the diminishing amounts thereof shall bear interest at the rate of five (5%) percent per annum from July 9, 1965. Interest shall be due and payable annually



on the installment date, and shall be paid in addition to the installments on the purchase price. Delinquent payments shall bear interest at the rate of 12% per annum from due date until paid.

d. The buyers may make additional payments on the contract at any time without penalty.

3. The buyers agree to pay before delinquency all taxes and assessments of every kind and nature that may hereafter become a lien upon the real estate described above. Taxes for 1965 shall be pro-rated as of July 9, 1965; and taxes for 1966 shall be the obligation of the buyers.

4. The property herewith sold is unimproved. The buyers assume all the hazards of damage to or destruction of any of the property subject to this contract and also of the taking of such property or any part thereof for public use, and no such damage, destruction or taking shall constitute a failure of consideration on the part of the seller. The buyers may make improvements upon such real property, but in the event any improvements are made or any work is done on the property, the buyers shall promptly pay the cost thereof and shall allow no liens to accrue against the property from any source whatsoever.

5. Neither this contract nor any part thereof, nor any interest in the property covered by this contract, may be sold, mortgaged, pledged, assigned or transferred by the buyers, either voluntarily or by operation of law, without the written consent of the seller; provided, however, that this contract shall be binding upon the heirs, legatees, executors and administrators of the parties.

6. Time is the essence of this contract. In the event the buyers fail to make any payment provided for in this contract at the time the same shall fall due as herein provided, or within 30 days thereafter, or in the event the buyers fail to perform any other covenant or agreement contained in this contract when due or within 10 days after notice of default in such performance, the seller may declare a forfeiture and cancellation of this contract, and thereupon all rights of the buyers under this contract shall end, and all payments theretofore made by the buyers shall be retained by the seller as liquidated damages. In the alternative, the seller may bring action on any intermediate overdue payment, or on

any payment made by the seller and repayable by the buyers, and no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the seller of any default on the part of the buyers shall be construed as a waiver of any subsequent default.

7. In the event the seller brings suit or action to enforce forfeiture of this contract, or to collect any overdue payment provided for herein, or to enforce any other covenant, stipulation or agreement contained herein, the buyers agree to pay the costs and expenses of such suit or action, including a reasonable attorney's fee to be fixed by the court in which such suit or action is brought.

8. The seller agrees that he will, at his own expense, procure and deliver to the buyers a purchaser's policy of title insurance insuring the seller's title as of the date of this contract. The seller agrees further that he will promptly pay the excise tax on this sale. He further agrees that upon full compliance by the buyers with the terms of this contract he will execute and deliver to the buyers a warranty deed to the real estate described above, warranting the seller's title as of the date of this contract, but not warranting against any liens or encumbrances incurred or suffered subsequent to the date of this contract.

Dated this 12 day of January, 1966.

No. 1069
TRANSACTION EXCISE TAX
JAN 17 1966
Amount Paid \$30.00
Richard O'Donnell
Skamania County Treasurer
By

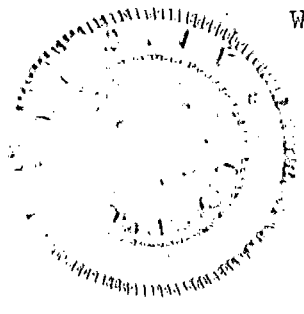
Seller: William J. Wineberg
William J. Wineberg, individually and
as Executor of the Estate of Janet R.
Wineberg, deceased.
Buyers: George J. Schmid
George J. Schmid
Emma M. Schmid
Emma M. Schmid

STATE OF WASHINGTON)
) ss
County of Clark)

On this day before me personally appeared William J. Wineberg, individually and as executor of the estate of Janet R. Wineberg, deceased, to me known to be the same person named in and who executed the foregoing instru-

ment, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS My hand and notarial seal this 12 day of January, 1966.



James R. Carlson
Notary Public in and for the state of
Washington, residing at Vancouver.

STATE OF WASHINGTON)
 vss
County of Clark)

On this day before me personally appeared George J. Schmid and Emma M. Schmid, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS My hand and notarial seal this 10 day of January, 1966.



James R. Carlson
Notary Public in and for the state of
Washington, residing at Same