

REAL ESTATE CONTRACT

THIS CONTRACT, made this 6th day of October, 1965,

between

H. J. MONTAGUE and FLORENCE B. MONTAGUE,
 husband and wife,
 ONIETA M. CARLSON, a widow,

hereinafter called the "seller" and
 hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Beginning at a point on the south line of Primary State Highway No. 8, 2,000 feet east and 141 feet south of the northwest corner of Section 12, Township 1 North, Range 5 E. W. M.; thence north 57° 20' east along the south line of said highway 1,000 feet to the northeast corner of that tract of land conveyed to Ernest W. Dawes and Lottie K. Dawes, his wife, as described in deed recorded at page 570 in Book V of Deeds, Records of Skamania County, Washington, said point being the initial point of the tract hereby described; thence south 57° 20' west along said highway a distance of 150 feet; thence south to the north line of the Spokane, Portland and Seattle Railway right of way; thence easterly along the north line of said railway right of way to a point due south of the initial point; thence north to the initial point;

TOGETHER WITH all water rights appurtenant to the above described real property.

On the following terms and conditions: The purchase price is SEVEN THOUSAND and NO/100 - - - - - (\$ 7,000.00) dollars, of which THREE THOUSAND FIVE HUNDRED and NO/100 - - - - - (\$ 3,500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars as follows: The sum of One Thousand and No/100 (\$1,000.00) Dollars, or more, plus interest at the rate of six per-cent (6%) per annum on or before November 1, 1966; the further sum of One Thousand and No/100 (\$1,000.00) Dollars, or more, plus interest at the rate of six per-cent (6%) per annum on or before November 1, 1967; the further sum of One Thousand and No/100 (\$1,000.00) Dollars, or more, plus interest at the rate of six per-cent (6%) per annum on or before November 1, 1968; and the further sum of Five Hundred and No/100 (\$500.00) Dollars, plus interest at the rate of six per-cent (6%) per annum on or before November 1, 1969. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay any part or all of the unpaid purchase price, plus interest, then due.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, 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 seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (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 purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him 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 seller by reason of such failure.

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