

REAL ESTATE CONTRACT

This Contract, made this first day of October, 1965, between KARL W. BIALKOWSKY and SUZANNE H. BIALKOWSKY, husband and wife, hereinafter called the seller, and WILLIAM H. RIKE and DONA LOUISE RIKE, husband and wife, hereinafter called the purchaser;

W I T N E S S E T H:

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, State of Washington:

A tract of land located in the East Half of the Northwest Quarter of the Northeast Quarter ( $E\frac{1}{2} NW\frac{1}{4} NE\frac{1}{4}$ ) of Section 28, Township 3 North, Range 8 E. W. M., described as follows:

Beginning at the northeast corner of the Northwest Quarter of the Northeast Quarter ( $NW\frac{1}{4} NE\frac{1}{4}$ ) of the said Section 28, thence south 660 feet to the initial point of the tract hereby described; thence west 660 feet, more or less, to the west line of the East Half of the Northwest Quarter of the Northeast Quarter ( $E\frac{1}{2} NW\frac{1}{4} NE\frac{1}{4}$ ) of the said Section 28; thence south 660 feet, more or less, to the south line of the Northwest Quarter of the Northeast Quarter ( $NW\frac{1}{4} NE\frac{1}{4}$ ) of the said Section 28; thence east along said south line 660 feet, more or less, to the southeast corner of the Northwest Quarter of the Northeast Quarter ( $NW\frac{1}{4} NE\frac{1}{4}$ ) of the said Section 28; thence north 660 feet, more or less, to the initial point; EXCEPT the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines;

ALSO: A strip of land 20 feet in width located in the Northeast Quarter of the Northwest Quarter of the Northeast Quarter ( $NE\frac{1}{4} NW\frac{1}{4} NE\frac{1}{4}$ ) of Section 28, Township 3 North, Range 8 E. W. M., described as follows: Beginning at the northwest corner of the  $NE\frac{1}{4} NW\frac{1}{4} NE\frac{1}{4}$  of the said Section 28; thence south 660 feet; thence east 20 feet; thence north 660 feet; thence west 20 feet to the point of beginning;

SUBJECT TO an easement for a pipeline for the transportation of natural gas, oil and the products thereof granted to the Pacific Northwest Pipeline Corporation, a Delaware corporation, by right of way contract dated January 20, 1956, and recorded February 16, 1956, at page 163 of Book 41 of Deeds, Records of Skamania County, Washington;

AND SUBJECT TO easements and rights of way for public roads and water pipelines over and across the above described real property.

On the following terms and conditions: The purchase price is Three Thousand Nine Hundred and No/100 (\$3,900.00) Dollars, of which One Thousand and No/100 (\$1,000.00) Dol-

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lars 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 Two Thousand Nine Hundred and No/100 (\$2,900.00) Dollars in monthly installments of Seventy-Five and No/100 (\$75.00) Dollars, or more, commencing on the 15th day of November, 1965, and on the 15th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of six per-cent (6%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. 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 may enter into possession on October 1, 1965.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per-cent (10%) per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of considera-

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tion, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the full amount of the down payment insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

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

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

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

No. 1881  
TRANSACTION EXCISE TAX  
OCT 18 1965  
Amount Paid 3.90  
Richard O. Jensen  
Skamania County Treasurer  
By \_\_\_\_\_

Karl W. Bialkowski (SEAL)  
KARL W. BIALKOWSKY

Suzanne H. Bialkowski (SEAL)  
SUZANNE H. BIALKOWSKY

William H. Rike (SEAL)  
WILLIAM H. RIKE

Mrs. Dona Louise Rike (SEAL)  
DONA LOUISE RIKE

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 15th day of October, 1965, personally appeared before me KARL W. BIALKOWSKY and SUZANNE H. BIALKOWSKY, husband and wife, 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.

Ran C. Schmidt  
Notary Public, in and for the State of Washington, residing at Stevenson therein.