

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF REAL ESTATE made and entered into by and between Eldin D. Drew and Gwen I. Drew, husband and wife, hereinafter designated as "Seller", and Rene F. Bertheau and Nana M. Bertheau, husband and wife, hereinafter designated as "Buyer."

W I T N E S S E T H:

That the Seller agrees to sell to the Buyer and the Buyer agrees to purchase of the Seller the real estate hereinafter described, upon the following terms and conditions:

1. Description of Real Estate: The land herein conveyed is situate in the County of Skamania, State of Washington, and described as follows:

A tract of land located in the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, Township 2 North, Range 5 E.W.M., more particularly described as follows:

Beginning at a point marking the intersection of the channel of the Washougal River with the West boundary line of the said Section 34; thence following the channel of the Washougal River Easterly to a point 800 feet East of the West line of the said Section 34, said point being the initial point of the tract hereby described; thence North 435 feet, more or less, to a point in the center of a certain private road as staked out and established on December 7, 1942; thence Westerly following the center of said private road to a point 655 feet East of the West line of the said Section 34; thence South 230 feet; thence East 45 feet; thence South 205 feet, more or less, to the channel of the Washougal River, said point being 700 feet East of the West line of the said Section 34; thence Easterly following the channel of the Washougal River to the initial point.

SUBJECT TO: Reservations as set forth in deed recorded at page 52 of Book 29 of Deeds, records of Skamania County, and in deed recorded at page 382 of Book 29 of deeds, records of Skamania County, Washington.

SUBJECT TO: The effect, if any, of agreements for use of water from an un-named spring tributary to the Washougal River recorded at page 535 of Book 3 of Agreements and Leases, records of Skamania County.

SUBJECT TO: Easements and rights of way for existing roads and rights of way for utilities.

2. Price and Payment: The purchase price of the above described premises is the sum of SEVEN THOUSAND EIGHT HUNDRED AND NO/100 (\$7800.00) Dollars of which the sum of ONE THOUSAND TWO HUNDRED AND NO/100 (\$1200.00) Dollars has been paid; the balance of the purchase price in the sum of \$6600.00 shall be paid as follows: The sum of EIGHTY AND NO/100 Dollars (\$80.00) Dollars, or more, per month, including interest at the rate of Six and one-half (6 $\frac{1}{2}$)

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1 per cent per annum upon all deferred balances, said installments
2 to commence on the first day of August, 1966, and continuing on
the first day of each and every month thereafter until the full
amount of the purchase price and interest shall have been paid.

3 3. Taxes: The real property taxes will be prorated as of
4 July 1, 1966, and the buyer assumes and agrees to pay before
delinquency all other taxes and assessments that may, as between
Seller and Buyer hereafter become a lien upon said premises.

5 4. Assumption of Risk and Fire Insurance: The Buyer assumes
6 all hazards of damage to or destruction of any improvements now
upon said land, or hereafter to be placed thereon. Buyer shall
7 keep the buildings and improvements upon the premises herein con-
veyed insured to the balance owed on the real estate contract here-
8 in or to the full insurable value of said premises, against loss
or damage by fire for the benefit of Seller, said fire insurance to
be carried in a reputable company and the fire insurance policies
9 shall be delivered to Seller.

10 5. Inspection: Buyers agree that full inspection of said
described premises has been made and that neither the seller nor
11 assigns shall be held to any covenant respecting the condition of
said premises, nor to any agreement for improvements upon said
12 premises, unless the covenant or agreement relied upon be in
writing and attached to and made a part of this contract.

13 6. Possession: The Buyer will have the right to possession
of said property on July 1, 1966, Provided, however, that the
14 Buyer shall upon default hereunder, and upon demand of Seller,
surrender to Seller peaceable possession of said premises.

15 7. Deed and Title Insurance: The Seller has furnished to the
Buyer a policy of title insurance on the premises herein conveyed
16 and upon full payment of the purchase price and interest as herein
provided, the Seller shall execute a good and sufficient warranty
17 deed, conveying the premises heretofore described to the Buyer.

18 8. Default: Time is the essence of this contract. In the
event the Buyer shall fail to make any payments as herein pro-
19 vided promptly at the time the same shall fall due as set forth
herein, or in the event the Buyer fails to perform promptly any
covenant or agreement aforementioned, the Seller may elect to
20 declare a forfeiture and cancellation of this contract and upon
such election being made, all rights of the Buyer hereunder shall
cease and determine, and any payments heretofore made by Buyer
21 hereunder shall be retained by Seller in liquidation of all damages
sustained by reason of such failure; in the event the Seller shall
22 elect to enforce this contract against the Buyer by action at Law,
then the Buyer shall pay the Seller such other sums as attorney's
23 fees in such suit as the court therein may adjudge as reasonable.

24 9. Assignment: This contract shall not be assigned by Buyer
without the written consent of Seller and any assignment hereof
shall not relieve the Buyer from their obligations assumed hereunder.

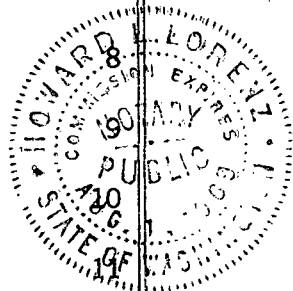
25 10. Prior Contract: The Seller is purchasing the above described
26 premises from John C. Pollard and Elizabeth M. Pollard, husband and
wife, by a real estate contract, which Seller covenants and agrees
27 to pay before this real estate contract is paid in full. The Seller
covenants and agrees that in the event the Seller should default
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1 on the Pollard Contract, Buyer may correct said default and make
 2 any payments necessary on said contract to correct said default,
 3 all such payments to be credited on this real estate contract for
 4 the Buyer's protection.

5 IN WITNESS WHEREOF, the parties hereto have hereunto set their
 6 hands this 12th day of July, 1966.

Rene F. Bertheau
Nana M. Bertheau
 BUYERS



5450
 TRANSACTION EXCISE TAX

JUL 22 1966

Amount Paid 7.80
Michael O'Donnell
 Skamania County Treasurer
 By

Eldin D. Drew
Gwen I. Drew
 SELLERS

12 STATE OF WASHINGTON)
 13 : ss.
 14 County of Clark)

15 On this day personally appeared before me Eldin D. Drew,
 16 Gwen I. Drew, Rene F. Bertheau, and Nana M. Bertheau, to me known
 17 to be the individuals described in and who executed the within and
 18 foregoing instrument, and acknowledged that they signed the same
 19 as their free and voluntary act and deed, for the uses and purposes
 20 therein set forth.

21 GIVEN under my hand and official seal this 12th day of
 22 July, 1966.

Howard L. Lorey
 Notary Public in and for the
 State of Washington; residing
 at Camas, therein.

