

REAL ESTATE CONTRACT

1. Effective Date. The effective date of this contract will be the 15th day of August, 1966.

2. Parties. This contract is by and between WILLIS H. HARRIMAN, as Executor of the Estate of Lovenia C. Emerson, Deceased, hereinafter referred to as the seller, and EMMA HULL, a single woman, hereinafter referred to as the purchaser.

3. Property Sold. The seller agrees to sell to the purchaser and the purchaser agrees to buy of the seller, the following described real estate, with the appurtenances thereon, situated in Skamania County, State of Washington, to-wit:

Lots one (1) and thirty-eight (38) in Block One (1) of Bender's Addition to North Bonneville, Wash., according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington. SUBJECT to easements and restrictions of record.

4. Payment Terms. The terms and conditions of this contract are: purchase price of the real estate is Three Thousand and No/100 (\$3,000.00) Dollars, of which Two Hundred and No/100 (\$200.00) Dollars has been paid, the receipt of which is hereby acknowledged, and the balance of Two Thousand Eight Hundred and No/100 (\$2,800.00) Dollars will be paid as follows: in monthly installments of Thirty-Five and No/100 (\$35.00) Dollars each commencing September 1, 1966, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at six per cent (6%) per annum commencing with the effective date of this contract. From each payment shall first be deducted the interest to date and the balance shall be applied to the principal. Permission is granted to purchaser to make larger payments at any time, or to pay this contract in full, and the interest shall immediately cease on all payments so made.

5. Possession. The purchaser is entitled to immediate physical possession of the premises.

6. Future Taxes, etc. The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate.

7. Prorate Items. Taxes and fire insurance shall be prorated between purchaser and seller as of the effective date of this contract.

8. Fire Insurance. The purchaser agrees to keep the buildings now on or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount in some company acceptable to seller and to the benefit of the seller or purchaser as their interest may appear, and to pay all premiums therefor until the purchase price has been fully paid.

8. Acceptance of Premises. The purchaser agrees that a full inspection of the premises has been made and that neither the seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached hereto and made a part hereof.

10. Advancements by Seller. In the event that the purchaser shall fail to make any payments, as provided, on taxes, assessments or insurance, the seller may make such payments and effect such insurance, and any amount

so paid by the seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of ten (10) per cent per annum until paid, without prejudice to any other rights of seller by reason of such failure.

11. Title Insurance. The seller agrees to procure within ten (10) days from date a purchaser's policy of title insurance, insuring the purchaser to the full extent of the purchase price against loss or damage by reason of defect in the title of the seller to the real estate herein described or by reason of prior liens not assumed by the purchaser in this contract.

12. Fulfillment Deed. The seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchaser a warranty deed to the property, free and clear of any encumbrances, except those mentioned herein and any that may accrue hereafter to any person other than the seller.

13. Default and Forfeiture. Time is of the essence of this agreement. If the purchaser shall fail to comply with or perform any covenant 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 his doing so all payments made by the purchaser 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. Service of all demands and notices with respect to such declaration of forfeiture and cancellation may be made by registered mail to:

Emma Hull, North Bonneville, Washington,

or at such other address as the purchaser shall indicate to the seller in writing. In the event litigation arises out of the terms of this contract, the losing party agrees to pay the prevailing party a reasonable attorney's fee together with all costs.

14. Right to Collect Payments. Or the seller may elect to bring an action on any overdue installment, or on any payment or payments made by the seller and repayable by the purchaser. It is stipulated that the promise to pay intermediate installments, or to repay items repayable by the purchaser, are independent of the promise to make a deed and that every action is an action arising on contract for the recovery of money only. 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 purchaser shall be construed as a waiver of any subsequent default.

15. Late Charges. In the event purchaser shall be delinquent more than fifteen (15) days in making any payment, a One Dollar (\$1.00) late charge shall be made from the payment by seller or his collection or escrow agent; if purchaser shall be thirty (30) days late with any payment, a Five Dollar (\$5.00) delinquent charge will be so made. This provision shall in no way modify or limit the other rights of the seller to enforce the terms of this contract.

16. Condemnation, etc. In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the seller may be required to expend in procuring such money, or, at the election of the seller, to the rebuilding or restoration of the premises.

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

Seller:

Willis H. Harriman
Willis H. Harriman, as Executor of the
Estate of Lovenia C. Emerson, Deceased

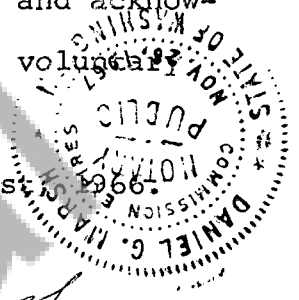
Purchaser:

Emma Hull
Emma Hull, a single woman

STATE OF WASHINGTON)
) ss.
 County of Clark)

This is to certify that on this 15th day of August, 1966,
 personally appeared before me WILLIS H. HARRIMAN, the Executor of the
 Estate of Lovenia C. Emerson, Deceased, to me known to be the person
 named in and authorized to execute the foregoing instrument and acknow-
 ledged that he executed and signed the same as his free and voluntary
 act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 15th day of August, 1966.



Daniel G. Marsh

Notary Public in and for the State
 of Washington, residing at Vancouver.

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Unofficial Copy