Washington Title Insurance Company

## REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this

20th

day of July, 1966,

between MARY F. HUNSAKER, individually and as Trustee under the Last Will and Testament of Frank Hunsaker, deceased, and DAN M. HUNSAKER and FRANCES H. HILL; children of Frank Hunsaker, deceased, hereinafter called the "seller," and GEORGE L. HUNSAKER,

hereinafter called the "purchaser,"

WITNESSETH: That 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 the County of Skamania State of Washington, to-wit:

NOTARY SE

Lot 1, Block 1, of the original Townsite of Underwood.

Total net income from the above-described property shall be applied annually toward payment of the principal and interest at 5% per annum.

APR 1 2 1967

Amount Paid 2 00. 5

Skamania County Treasurer

By

The purchaser is entitled to take possession of said premises on immediately.

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value, thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs; unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient deed of said described premises. warranty

ime is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit: George L. Hunsaker

White Salmon, Washington

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

....(SEAL) individually and as Testament Frank Hunsaker, (SEAL) STATE OF WASHINGTON. County of Klickitat On this day personally appeared before me MARY F. HUNSAKER, DAN M. HUNSAKER, FRANCE H. HILL and GEORGE L. HUNSAKER
to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowl-MARY F. HUNSAKER, DAN M. HUNSAKER, FRANCES they edged that their signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and offig day of July, 1966. marsorie S. Henningsen Notary Public in and for the State of Washington, residing at White Salmon, therein.

Real Estate Contract

FROM

REGISTERE I HEREBY CERTIFY THONT THE WITHIN SEATTLE, WASHINGTON TITLE INBURANCE SKAMANIA COUNTY, INSTRUMENT OF WRITING, FILED WASHINGTO COMPANY STATE OF WASHINGTON COUNTY OF SKAMANIA WAS RECORDED IN BOOK Send Tax Statement to RECORDS OF Mail