REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 10th day of August, 1967

between DANIEL DANIELSON and HAZEL DANIELSON, husband and wife,

hereinafter called the "seller," and WILLIAM H. RIKE and DONNA L. RIKE, husband and wife,

hereinafter called the "purchaser,"

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

A tract of land in Section 27 and 34, Township 3 North, Range 8 E.W.M., more particularly described as follows:

Beginning at the southeast corner of the said Section 27; thence west along the south line of the said Section 27 with an assumed bearing of due west a distance of 810 feet; thence due north 69.15 feet to an iron pipe driven in the ground and the initial point of the tract hereby described; thence north 23° 59' east 100 feet; thence south 66° 01' east 200 feet; thence south 23°59' west 100 feet; thence north 66°01' west 200 feet to the initial point.

The terms and conditions of this contract are as follows: The purchase price is FOURTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100THS - - - - - - - - - - - - (\$ 14,950.00) Dollars, of which TWO THOUSAND AND NO/100THS - - - - - - - - - - - - - - (\$ 2.000.00) Dollars have TWO THOUSAND AND NO/100THS - - - - -- 4\$ 2**,**000**.**00 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: ONE HUNDRED AND NO/100THS - - - - - - - - - - - - - - - (\$ 100.00 or more at purchaser's option, on or before the 15th day of December and ONE HUNDRED AND NO/100THS - - - - - - - - - - - - - - - - (\$ 100.00) Dollars, , 1967 , and ONE HUNDRED AND NO/100THS - - - - - or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price per cent per annum from the 15th at the rate of 6-3/4day of August which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at O'Connor & Cronin, P.O. Box 2215. Everett, Washington 98201 or at such other place as the seller may direct in writing.

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As referred to in this contract, "date of closing" shall be August 15, 1967

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

 (5) The seller has delivered or agrees to deliver within 15 days of the date of closing a purchaser's policy of title insurance in
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by , insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following: ...
 - a. Printed general exceptions appearing in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
 - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or cor any mortgage or other obligation, which seller is to pay, seller agrees to make upon default, the purchaser shall have the right to make any payments necessary be applied to the payments next falling due the seller under this contract. (7) The seller agrees, upon receiving full payment of the purchase price and the purchase price are purchased price and the purchase price and the purch	such payments in accordance with the terms thereof, and to remove the default, and any payments so made shall	
deliver to purchaser a statutory warranty d taken for public use, free of encumbrances except any that may attach after date	eed to said real estate, excepting any part thereof hereafter	
subject to the following:	•	
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(8) Unless a different date is provided for herein, the purchaser shall be en and to retain possession so long as purchaser is not in default hereunder. The pur ments on said real estate in good repair and not to permit waste and not to purpose. The purchaser covenants to pay all service, installation or construction c services furnished to said real estate after the date purchaser is entitled to possess	chaser covenants to keep the buildings and other improve- use, or permit the use of, the real estate for any illegal harges for water, sewer, electricity, garbage or other utility	
(9) In case the purchaser fails to make any payment herein provided or to a such payment or effect such insurance, and any amounts so paid by the seller, togetom date of payment until repaid, shall be repayable by purchaser on seller's definite might have by reason of such default.	maintain insurance, as herein required, the seller may make zether with interest at the rate of 10% per annum thereon	
(10) Time is of the essence of this contract, and it is agreed that in case	the purchaser shall fail to comply with or perform any	
condition or agreement hereof or to make any payment required hereunder pro- seller may elect to declare all the purchaser's rights hereunder terminated, and	upon his doing so, all payments made by the purchaser	
hereunder and all improvements placed upon the real estate shall be forfeited have right to re-enter and take possession of the real estate; and no waiver by t	to the seller as liquidated damages, and the seller shall he seller of any default on the part of the purchaser shall	
be construed as a waiver of any subsequent default. Service upon purchaser of all demands, notices or other papers with respect		
made by United States Mail, postage pre-paid, return receipt requested, directed	to the purchaser at his address last known to the seller.	
(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment, required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which		
sums shall be included in any judgment or decree entered in such suit. If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so		
entered, 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 to determine the condition of title a included in any judgment or decree entered in such suit.	t the date such suit is commenced, which sums shall be	
THE WITTENS WHEREOF, the parties hereto have executed this instrumer	it as of the date first written above.	
	and David	
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x 9/6	Min Hickory	
	(SEAL)	
Callfornia	a Jiko (SEAL)	
(STATE OR DECHINGTON,		
ss		
County of Tulare		
On this day personally appeared before me Daniel Danielson and Hazel Danielson, his wife,		
to me known to be the individualS described in and who executed the within	and foregoing instrument, and acknowledged that	
they signed the same as their fre	e and voluntary act and deed, for the uses and purposes	
therein mentioned.	•	
GIVEN under my hand and official seal this 22, day of	August 1967	
ALL CHIDEV	ieso & Shiron	
JOYCE L. SHIREY	Public in and for the State of Washington III	
NO ARY PUBLIC	California	
Tulare County, California residing	JOYCE L. SHIREY atMy Commission Expires April 26, 1968	
being the state of	- white white 20, 400	



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STATE OF WASHINGTON SS

THIS STATE OF WASHINGTON SS

I HEREBY CERTIFY THAT THE WITHIN

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