

REAL ESTATE CONTRACT

THIS CONTRACT, Made and entered into this 12th day of February, 1969, by and between ROBERT K. GARWOOD and MARY LOU GARWOOD, husband and wife, hereinafter called the "sellers", and RICHARD J. NATHE and PAULA A. NATHE, husband and wife, hereinafter called the "purchasers",

WITNESSETH: That the sellers agree to sell to the purchasers, and the purchasers agree to purchase from the sellers, all that certain property, with the appurtenances thereon, situate in Skamania County, State of Washington, more particularly described in Schedule "A" which is attached hereto and hereby incorporated by reference.

The terms and conditions of this contract are as follows:

The purchase price is Nine Thousand Five Hundred and no/100 (\$9,500.00) Dollars, of which ^{Nine} ~~Five~~ Hundred ^{FIFTY} and no/100 (^{950.00} ~~\$500.00~~) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: ^{at least} \$100.00 on or before the 15th day of each and every month beginning with the 15th day of March, 1969; from said payments shall first be deducted interest at the rate of six per cent (6%) per annum on the unpaid principal. All payments to be made hereunder shall be made at the sellers' residence in White Salmon, Washington, or at such other place as the sellers may direct in writing.

As referred to in this contract, the date of closing shall be Feb. 13,
1969.

(1) The purchasers agree that full inspection of said real estate has been made and that neither the sellers nor their assigns shall be held to any covenant respecting the condition of any improvements thereon, nor shall the purchasers or sellers, 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.

(2) The purchasers assume 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 agree 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 sellers and applied as payment on the purchase price herein unless the sellers elect to allow the purchasers 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 expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchasers elect that said proceeds shall be paid to the sellers for application on the purchase price herein.

(3) The sellers have delivered, or agree to deliver within fifteen (15) days of the date of closing, a purchasers' policy of title insurance in standard form, or a commitment therefore, issued by Transamerica Title Insurance Company, insuring the purchasers to the full amount of said purchase price against loss or damage by reason of defect in sellers' 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 purchasers are to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which sellers are purchasing said real estate, and any mortgage or other obligations, which sellers by this contract agree to pay, none of which for the purpose of this paragraph (3) shall be deemed defects in sellers' title.

(4) If sellers' title to said real estate is subject to an existing contract, or contracts, under which sellers are purchasing said real estate, or any mortgage or other obligation, which sellers are to pay, sellers agree to make such payments in accordance with the terms thereof, and upon default, the purchasers shall have the right to make any payments necessary to remove the

default, and any payments so made shall be applied to the payments next falling due the sellers under this contract.

(5) The sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the sellers, and subject to the following:

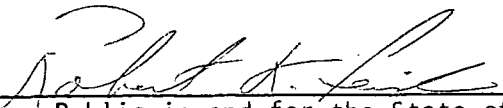
(6) Unless a different date is provided for herein, the purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchasers are not in default hereunder. The purchasers covenant to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchasers covenant to pay all service, installation or construction charges for water, sewerage, electricity, garbage or other utility services furnished to said real estate after the date purchasers are entitled to possession.

(7) In case the purchasers fail to make any payment herein provided or to maintain insurance, as herein required, the sellers may make such payment or effect such insurance, and any amounts so paid by the sellers, together with interest at the rate of ten per cent (10%) per annum thereon from date of payment until repaid, shall be repayable by purchasers on sellers' demand, all without prejudice to any other right the sellers might have by reason of such default.

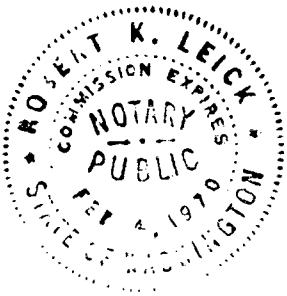
(8) Time is of the essence of this contract, and it is agreed that in case the purchasers shall fail to comply with or perform any condition or agreement hereof, or to make any payment required hereunder promptly at the time and in the manner herein required, the sellers may elect to declare all the purchasers' rights hereunder terminated, and upon his doing so, all payments made by the purchasers hereunder and all improvements placed upon the real estate

their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 1969.



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



Unofficial Copy

SCHEDULE "A"

(Description of real property made a part of that certain Real Estate Contract between ROBERT K. GARWOOD and MARY LOU GARWOOD, husband and wife, and RICHARD J. NATHE and PAULA A. NATHE, husband and wife)

A tract of land located in the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section 25, Township 3 North, Range 7 E.W.M., described as follows:

Beginning at the southeast corner of the said Section 25; thence North $01^{\circ} 11' 17''$ West along the East line of said Section 990 feet; thence West 857 feet; thence South 1,000.98 feet to intersection with the South line of said Section 25; thence North $89^{\circ} 13' 40''$ East 836.63 feet to the point of beginning;

EXCEPT the 300 foot strip of land acquired by the USA for the BPA's electric power transmission lines; AND SUBJECT to a transmission line easement 87.5 feet in width granted to the USA by deed recorded at Page 297 of Book 51 of Deeds, Records of Skamania County, Washington.

