

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 5th day of October, 1970, between KENNETH C. COLE and LOUISE M. COLE, husband and wife, hereinafter called the "sellers", and JUDITH DIANNE GRUBB, A widow woman, hereinafter called the "purchaser", WITNESSETH:

That the sellers agree to sell to the purchaser and the purchaser agrees to purchase from the sellers the following described real estate, with the appurtenances, situate in the County of Skamania, State of Washington, to-wit:

All of Lot 3, and Lot 4 EXCEPT the east 21 feet thereof, of Block Three (3) of BENDER'S ADDITION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Six Thousand Five Hundred Dollars (\$6,500.00), of which Five Hundred Dollars (\$500.00) has been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Sixty-Five Dollars (\$65.00) on or before the 5th day of November, 1970, and like payments on or before the 5th day of each and every month thereafter until the entire purchase price, including interest on the unpaid portion thereof at the rate of six per cent (6%) per annum, has been fully paid. The monthly payment herein provided shall include both principal and interest, said monthly payment to be applied first to accrued interest and the balance applied to principal.

The purchaser shall be entitled to take possession of said premises on the 1st day of October, 1970.

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 sellers and for the sellers' benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the sellers.

The purchaser agrees 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 purchaser 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.

The sellers agree, on full payment of said purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed of said described premises, subject to the provisions herein provided for.

The sellers have procured or agree, within _____ days from date hereof, to procure a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the sellers to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

In case the purchaser fails 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 thereon from date of payment until repaid, shall be repayable by purchaser on sellers' demand, all without prejudice to any other right the sellers might have by reason of such default.

Time 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 sellers 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 sellers 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 such address as the purchaser will indicate in writing to the seller. Or the sellers may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments,

made by the sellers 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 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 sellers 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.

Kenneth C. Cole (Seal)
Louise M. Cole (Seal)
Judith D. Grubb (Seal)

STATE OF WASHINGTON)
 County of Skamania) ss.

On this day personally appeared before me KENNETH C. COLE and LOUISE M. COLE, husband and wife, and JUDITH DIANNE GRUBB, a widow woman, 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 free and voluntary act and deed, for the uses and purposes therein mentioned.

Under my hand and official seal this 5th day of Oct, 1970.



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



No. 350
TRANSACTION EXCISE TAX

OCT 7 1970
 Amount Paid 5.00
Shirley A. Little
 Skamania County Treasurer
 By Shirley A. Little