

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

day of November, 1970

between JOHN G. ALLINGER AND DOROTHY E. ALLINGER, husband and wife

hereinafter called the "seller," and R. & R. ASSOCIATES, INC., a Washington Corporation

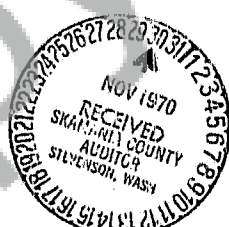
hereinafter called the "purchaser,"

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:

Beginning at a point 60 rods and 10 2/3 feet east and 101 rods 13 1/2 feet north of the Southwest corner of the Northwest quarter of the Southwest quarter of Section 21, Township 3 north, Range 8 E.W.M.; Thence East 19 rods 14 5/6 feet; thence north 565 feet to the initial point of track being conveyed; Thence north 105 feet; Thence west 328.3; Thence South 105 feet; Thence East 328.3 feet to initial point, also known as lots 1 and 2 of Allingers Proposed Addition to Carson, Washington. All in Section 21, Township 3 north, Range 8, E.W.M.

The terms and conditions of this contract are as follows: The purchase price is TWO THOUSAND TWENTY FIVE AND NO/100 (\$2,025.00) Dollars, of which ONE HUNDRED AND NO/100 (\$100.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The remaining balance of ONE THOUSAND NINE HUNDRED TWENTY FIVE AND NO/100 (\$1,925.00) Dollars shall be paid upon purchasers obtaining funds from a mortgage of said property which mortgage is presently being processed through Farm Home Administration and purchaser agrees to pursue said mortgage to completion. All deferred balances shall carry no interest. Cost of water installation to be at purchasers expense



All payments to be made hereunder shall be made at Sellers residence or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be on signing

(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 improvement, 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 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 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 standard form, or a commitment therefor, issued by PIONEER NATIONAL TITLE INSURANCE COMPANY, 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

