

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 16th day of April, 1971, by and between THE STEVENSON CREDIT UNION, hereinafter called the "seller", and LUTHER M. DETAMORE and MAE DETAMORE, husband and wife, hereinafter called the "purchasers",

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

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 23, Township 4 North, Range 7 E.W.M., described as follows:

Beginning at a point 972 $\frac{1}{2}$ feet north of the southwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23; thence North 100 feet; thence West 200 feet, more or less, to the county road known and designated as Wind River Highway; thence South 03° 26' West following the easterly line of said highway to a point due west of the point of beginning; thence east to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is Two Thousand Six Hundred Thirty-Five and 87/100 Dollars (\$2,635.87), of which ^{93.14} \$1,000 has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: \$40.00 payable on the 15th day of May, 1971, and \$40.00 payable on the 15th day of each and every month thereafter until the entire unpaid principal and interest has been paid in full. The unpaid principal balance shall bear interest at the rate of nine per cent (9%) per annum.

All payments to be made hereunder shall be made at the office of the seller in Stevenson, Washington, or at such other place as the seller may direct in writing.

CRDS. ^{ok} As referred to in this contract, "date of closing" shall be the 16th day of April, 1971.

The purchasers agree and understand that this contract is subject to the right of redemption by Laura J. Leete, or her assigns, for a period of one (1) year from the date of judgment entered in Cause No. 4977-C in the Superior Court of the State of Washington, for Skamania County, and the seller agrees that if the said Laura J. Leete, or her assigns, shall exercise said right of redemption, that all monies received therefrom, shall go to the purchasers and this contract shall be rescinded.

(1) The purchasers assume and agree 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 purchasers have assumed payment of any mortgage, contract or other encumbrance, or have assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchasers agree to pay the same before delinquency.

CRA Jr. a/b
L.M.D.
m.D.
 (2) The purchasers agree, 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 its interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchasers agree that full inspection of said real estate has been made and that neither the seller nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchasers 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 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 seller and applied as payment on the purchase price herein unless the seller elects 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 expense 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 seller for application on the purchase price herein.

CRAIG (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 Transamerica Title Insurance Company, insuring the purchasers 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 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 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.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees 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 seller under this contract.

(7) The seller agrees, 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 seller, and subject to the following: excepting right of Laura J. Leete, or her assigns or heirs, or any person or persons claiming through her, to redeem said property from judgment entered in Cause No. 4977-C in the Superior Court of the State of Washington, for Skamania County.

(8) 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, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchasers

are entitled to possession.

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

(10) 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 seller 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 shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchasers shall be construed as a waiver of any subsequent default.

Service upon purchasers of all demands, notices or other papers with respect to forfeiture and termination of purchasers' rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchasers at their 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 purchasers agree 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 purchasers' rights hereunder, and judgment is so entered, the purchasers agree 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 at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

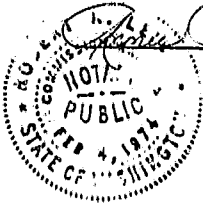
(12) In addition to all other remedies herein given to the seller in the event the purchasers are delinquent more than twenty (20) days in any payment herein referred to, the seller may elect to declare the entire unpaid balance, both principal and interest, due and owing.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

STEVENSON CREDIT UNION, by:

Andrew J. Ellendyger Pres.

Chasney R. Davis Jr. Sec.
(Title)



641

Luther M. Detamore

No. 641 Luther M. Detamore
TRANSACTION EXCISE TAX (Purchasers)

STATE OF WASHINGTON)
Amount Paid \$26.32
County of Skamania) Skamania County Treasurer

On this day personally appeared before me Andrew J. Ellendyger and Chasney R. Davis Jr. to me known to be the Pres. and Sec. respectively, of THE STEVENSON CREDIT UNION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



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

STATE OF WASHINGTON)
County of Skamania)

On this day personally appeared before me LUTHER M. DETAMORE and MAE DETAMORE, husband and 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 free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of April, 1971.



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