

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 21 day of September, 1971, between HELMUT ACKER, hereinafter called the "seller", and LOUIS D. ALWAY and JOANNE ALWAY, husband and wife, hereinafter called the "purchasers",

WITNESSETH: That the seller agrees to sell to the purchasers and the purchasers agree to purchase from the seller, the following described real estate, with the appurtenances, in Skamania County,

State of Washington:

LYING IN SECTION 17, TOWNSHIP 3 NORTH, RANGE 8 E.W.M.  
Beginning on a point in centerline of Old State Road (County Road #2145) with intersection of Old Detour Road (County Road #2331), thence 300' North along centerline of Old State Road, thence 655' West, thence 300' South to centerline of Old Detour Road, thence East 655' along said centerline of Old Detour Road to point of beginning, SAID tract comprised of 4 acres more or less.

(Both parties agree that upon the land being surveyed by a licensed surveyor, that the purchasers may substitute that survey description for the description used above)

The terms and conditions of this contract are as follows:

The purchase price is Two Thousand Two Hundred Fifty (\$2,500.00) Dollars, of which Three Hundred (\$300.00) Dollars have been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: The sum of Forty-Five (\$45.00) Dollars shall be paid on or before the 5th day of October, 1971, and like payments shall be made on the 5th day of each and every month thereafter for a period of thirty-five (35) months. It is agreed that on the 36th month the entire balance of unpaid principal and interest is to be paid in full. The unpaid principal balance is to bear interest at the rate of eight per cent (8%) per annum and each monthly payment referred to herein shall include such interest.

All payments to be made hereunder shall be made at seller's place of residence or at such other place as the seller may direct in writing.

The purchasers may enter into possession on the 21 day of September, 1971.

The seller agrees to furnish a standard form purchaser's title policy when the purchaser shall have paid 36 payments hereunder, insuring the title to said property with liability the same as the a-

It is agreed by the parties hereto that the purchasers may remove the timber on said real property at their option.

The property has been carefully inspected by the purchasers, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchasers agree to pay before delinquency all taxes and assessments assumed by them, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchasers shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchasers assume all risk of taking of any part of the property for a public use, and agree that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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 therewith, 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.

The seller agrees, upon full compliance by the purchasers with their agreements herein, to execute and deliver to the purchasers a statutory warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

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1971, personally appeared before me LOUIS D. ALWAY and JOANNE ALWAY, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknow-

The purchasers may enter into possession on the 21 day of September, 1971.

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The seller agrees to furnish a standard form purchaser's title policy when the purchaser shall have paid 36 payments hereunder, insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchasers or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchasers shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchasers' rights hereunder terminated. Upon the termination of the purchasers' rights, all payments made hereunder, and all improvements placed upon the premises, shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchasers' rights hereunder, the purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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 prepaid, return receipt requested, directed to the purchasers at their address last known to the seller.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

No. 958  
TRANSACTION EXCISE TAX

OCT 15 1971

Notary Public  
State of Washington  
Skamania County Treasurer

STATE OF WASHINGTON  
County of Skamania

SS.

Louis D. Alway (Seal)  
James G. Alway (Seal)  
Helmut Becker (Seal)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 17<sup>th</sup> day of September

... hereby warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

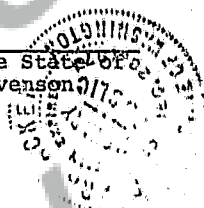
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1971, personally appeared before me LOUIS D. ALWAY and JOANNE ALWAY, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

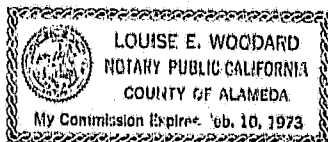
Barbara C. Cook  
Notary Public in and for the State of  
Washington, residing at Stevenson



STATE OF CALIFORNIA )  
County of Alameda ) ss.

I, the undersigned, a notary public in and for the State of California, do hereby certify that on this 21st day of September, 1971, personally appeared before me HELMUT ACKER, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Louise E. Woodard  
Notary Public in and for the State of  
California, residing at San Jose

