

REAL ESTATE CONTRACT

THIS CONTRACT, made this 8th day of March, 1972, between HARRY O. GUSTAFSON and EIMA GUSTAFSON, hereinafter called the "seller" and husband and wife, RUSSELL F. SCHAFFRAN and PATRICIA A. SCHAFFRAN, his wife, hereinafter called the "purchaser," and JOSEPH H. GALLOW and GLADYS M. GALLOW, his wife,

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

All that portion of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 16, Township 9 North, Range 5 E. W. M., lying easterly of the Mt. St. Helens State Highway and northerly of the center of the channel of the Toutle River and westerly of the county road known and designated as the Toutle River Bridge Approach Road.

TOGETHER WITH an easement and right of way for a water pipeline not exceeding 6 inches in diameter leading to the existing spring. Said easement to be located adjacent to the westerly lines of Lots 20 and 21 of Gustafson's Mt. St. Helens View Lease according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

On the following terms and conditions: The purchase price is Thirty-six Thousand Two Hundred Fifty and no/100ths - (\$ 36,250.00) dollars, of which Six Thousand Seven Hundred Fifty and no/100ths - (\$ 6,750.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Twenty-nine Thousand Five Hundred and no/100ths (\$29,500.00) Dollars in monthly installments of Three Hundred Fifty and no/100ths (\$350.00) Dollars, or more, commencing on the 15th day of April, 1972, and on the 15th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of six and one-half per-cent (6 $\frac{1}{2}$) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest then due.

Sellers agree to repair and place in operating condition the 10 kw Kohler generator with motor, but purchasers accept all other personal property as is and in its present state of repair.

Real and personal property taxes for 1972 shall be pro-rated between the parties as of the date of this contract. 1211

NO. TRANSACTION EXCISE TAX

MAR 9 1972

Amount Paid 36,250.00

Skamania County Treasurer

By

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by the seller, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises continuously insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a **warranty deed** to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on March 9, 1972, and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser 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 within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

_____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

STATE OF WASHINGTON, }
County of Skamania } ss.

I, the undersigned, a solitary public In and for the state of Washington, hereby certify that on this 8th day
of March, 1972, personally appeared before me _____

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they executed 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

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

74518

Transamerica Title Insurance Co.

Filed for Record at Request of

Name.....
Address.....
City and State.....

INDIRECT
RECORDED
COMPARED
MAILED