

Pioneer National
Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 3rd day of August, 1972

between MARTIN F. NIELSEN and VENUS M. NIELSEN, husband and wife

hereinafter called the "seller," and ROY A. BROWN and ANNA L. BROWN, husband and wife

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:

A tract of land in the east half of Lot 3, Oregon Lumber Company's Subdivision in Section 14, Township 3 north, Range 9 east, W. M. described as follows:

Beginning at a point 100 feet north and 150 feet west of the southeast corner of the aforementioned east half of Lot 3, thence north 95 feet, thence west 70 feet; thence south 95 feet; thence east 70 feet to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is ONE THOUSAND TWO HUNDRED SEVENTY-----(\$1,270.00) Dollars, of which ONE HUNDRED SEVENTY-----(\$170.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: In monthly installments of \$22.31, including interest at 8% per annum, commencing on or before September 3, 1972, and continuing on or before the 3rd day of each month thereafter until the entire amount of principal and interest have been paid in full. Purchaser shall have the privilege of paying a larger amount or the entire balance of principal and interest due at any time without prejudice or penalty.

*If seller incurs any legal expenses in connection with enforcement of the terms of this contract prior to commencement of suit, the purchaser agrees to pay costs, including reasonable attorney's fees.

*In the event of breach of any covenant hereof by purchaser which shall remain uncorrected for more than 60 days, seller may, at seller's option, declare the entire balance of purchase price, including accrued interest, due and payable.

All payments to be made hereunder shall be made at sellers' address, White Salmon, WA 98672 or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be date of contract.

(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 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 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 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 purchaser 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 purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) In the event of any condemnation or taking of all or a portion of said real estate or any improvements thereon for public use, the proceeds of such 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 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 purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(6) The purchaser agrees to maintain the real estate in a state of repair and to keep the same in good condition and to make all necessary repairs and improvements and to pay all taxes and assessments and to deliver all policies and renewals thereof to the seller.

