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Pioneer Maticnal Title Insurance Company

REAL ESTATE CONTRACT

WARLINGTON TITLE DIVISION

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

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

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

hereinafter called the "purchaser,"

WITNESSITH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following County, State of Washington: described real estate, with the appurtenences, in Skamania

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

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 toothe point of beginning. described as follows:

The terms and conditions of this contract are as follows: The purchase pulce is ONE THOUSAND TWO HUNDRED) Dollars, of which) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: In monthly neen pass, 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 chall be made at sellers' address, White Salmon, WA 98672 or at such other place as the seller may direct in writing date of contract As referred to in this contract, "date of closing" shall be

(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 > assuments 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 (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate of 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 insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller.

(2) 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 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, inaprovements or repairs unless the covenant or agreement for alterations, inaprovements or repairs unless the covenant or agreement for alterations, inaprovements or repairs unless the covenant or agreement for alterations, inaprovements or repairs unless the covenant or agreement for alteration 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 of a purchaser assumes all hazards of damage to or destruction of any improvements of consideration. In case any part of said real estate is taken for public use, the potton of the condemnation award constitute a failure of consideration. In case any part of said real estate is taken for public use, the potton of the condemnation award to the real estate in the remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such linear termining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable temper so of more procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable temper of the reasonable expense of procuring the same shall be devoted to the restoration

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said root estate, or any mortgage or other obligation, which seller is to pay, celler agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to wate any payments necessary to remove the default, it is any payments as made their be applied to the payments next falling due the seller under this contract.

(?) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to occure and deliver to purchaser a statutory warranty

deed to said real estate, excepting any part thereof hereafter

distance for public use, free of encurinbrances except any that may attach after date of closing through any person other than the seller, and

subject to the following: Easements and rights of way of record.

No assignment of this contract shall be valid unless consent thereto is given in writing by the seller.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants 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 purchaser covenants to pay ill service, installation or construction charges for water, sewer, electricity, garbage or other utility services formished to said real estate after the date purchaser is entitled to posse don.

(9) In case the purchaser falls to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment of effect such insurance, and any amounts so peld by the seller, together with interest at the rate of 10% per anomal bereom right have by reason of such default.

**T(10) Time is of the essence of this contract, and it is acceed that in case the purchaser shall fail to comply with or perform any

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**A(10) Time is of the essence of this contract, and it is agreed that in case the purchaser 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 condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the condition or agreement hereof or to make any payment required 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 purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be service upon purchaser agrees pre-paid, return receipt requested, directed to the purchaser at his address has known to the seller, which is contract, including suit to collect any payment required the reunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in counction with such suit, and also entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and als

included in any judgment or decree entered in such suit.
IN WITNESS WHEREOF, the parties herete have executed this instrument as of the date first written and the
IN WITNESS WHEREOF, 100 Parties increase in the Marie
War Marie Hall : 1 (SEAL)
STATE OF WASHINGTON.
St.
E 7
STATE OF WASHINGTON,
County of Klickitat
On this day personally appeared before me MARTIN F. NIELSEN and VENUS M. NIELSEN
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to me known to be the individual S described in and who executed the within and foregoing is withness, and activately described in and who executed the within and foregoing is withness, and activately described in and purposes the cut
they signed the same as their free and voluntary act 1 leed, for the uses and purposes
therein mentioned.
GIVEN under my hand and official sent this day of August, 1972.
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Skamania County Treasurer
By Assantaly Justin Hampan Cyp
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P. O. Box 1148 MEL TE YBUTOTIA Mail To Ted Kolbaba

Filed for Record at Request of WASHINGTON TITLE DIVISION Ploneer Mational Title Insurance Company



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