

Pioneer National
Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

BOOK 65 PAGE 176

A-1064

THIS CONTRACT, made and entered into this 23rd day of March, 1973.

Between BETHWEEL HENDRY, as his separate estate

and ERIC KONELL, as his separate estate

Witness the presence of the "witness"

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 lot of land located in Government Lot 4, Sec. 2, T2NSP. 3 N, R. 10 E.W.M. Beginning at the S.W. corner of the said Government Lot 4; thence along the West line of said Government Lot 4 North 660 feet; thence parallel to the South line of the said Government Lot 4 East 990 feet; thence parallel to the West line of said Government Lot 4 South 660 feet to the South line of said Government Lot 4; thence along said South line West 990 feet to the point of beginning; EXCEPT the West 660 feet thereof.

The terms and conditions of this contract are as follows: The purchase price is Six Thousand and no/100-----

(\$ 6,000.00) Dollars, of which

Two Thousand and no/100----- (\$2,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: The sum of one hundred and no/100----- (\$100.00) Dollars,

or more at purchaser's option, on or before the 1st day of May, 1973,

and, one hundred and no/100----- (\$100.00) Dollars,

or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price

at the rate of 8 per cent per annum from the 1st day of April, 1973,

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at National Bank of Commerce, White Salmon Branch

or at such other place as the seller may direct in writing. As further conditions, Seller agrees to in-

stall water supply to the N.W. corner of the property and pay the water

department a connection fee of \$250. Seller will mark property corners

with iron pegs and will build a four wire fence across the North end of

the property with 6 foot steel posts placed not more than 12 feet apart

using 12 gauge barbed wire. Purchaser is to build a fence the length

of the East line equal to or better than the one specified above.

As referred to in this contract, "date of closing" shall be April 2, 1973.

(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 agents 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 or said real estate or hereafter placed thereon, and of the failure 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 representing after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein agreed. The seller agrees 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 shall be paid to the purchaser for payment of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements or, if not reasonable, then, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price.

(5) The purchaser agrees to deliver, or agree to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, if a copy is not on file, issued by Pioneer National Title Insurance Company, insuring the purchaser to the full amount of the purchase price and any unpaid balance of purchase price or mortgage 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:

- Known mineral interests appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which under the terms of 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, upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payment of said real estate under this contract.

(7) The seller agrees to make revolving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereinafter 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:

Easements and restrictions of record.

(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 all service, installation or construction charges for water, sewer, electricity, garbage, or other utility services furnished to said real estate after the date purchaser is entitled to possession.

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

(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 seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser 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 all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre paid, return receipt requested, directed to the purchaser at his 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 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 purchaser's rights hereunder, and judgment is so 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 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.

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

No. 1887 Bethwel Hendryx (REAL)

TRANSACTION EXCISE TAX Bruce Konell (REAL)

MAY 1 1973

Amount Paid 60.00 (REAL)

STATE OF WASHINGTON, Skamania County Treasurer (REAL)

County of Klickitat

On this day personally appeared before me BETHWEL HENDRYX, BRUCE KONELL

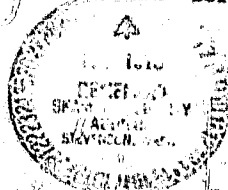
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd

day of MAY, 1973

[Signature]
Notary Public in and for the State of Washington

residing at Bingen, Washington



County of Washington [ss
City of Klickitat [

BOOK 65 PAGE 178

Doris E. Hendryx hereby acknowledges that she is the
of Bethewel Hendryx and that she is cognizant of a contract of sale
between Bethewel Hendryx and Bruce Konell wherein Bethewel Hendryx agrees
to transfer title to the property described in said contract dated March
1973 under the terms of that said contract and she hereby acknowledges
Bethewel Hendryx is the owner of said property as his separate estate
that she waives any objection to and concurs in the contract aforesaid.

DONE this 23 day of April, 1973.

Doris E. Hendryx
Hendryx

SUBSCRIBED AND SWORN to before me this 23 day of April, 1973.

John Thomas Day
Notary Public for the State of
Washington, residing at Burien

County of Washington [ss

City of Klickitat [Deborah Konell hereby acknowledges that she is the
of Bruce Konell and that she is cognizant of a contract of sale between
Bethewel Hendryx and Bruce Konell wherein Bethewel Hendryx agrees to trans-
fer title to the property described in said contract dated March 23, 1973
under the terms of that said contract and she hereby acknowledges that Bruce
has taken said property as his separate property and that she waives any
objection to and concurs in the contract aforesaid.

DONE this 24 day of April, 1973.

Deborah A. Konell
Konell

SUBSCRIBED AND SWORN to before me this 24 day of April, 1973.

John Thomas Day
Notary Public for the State of
Washington, residing at Burien