

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND executed this date between EDWIN C. DEXTER and RUTH E. DEXTER, husband and wife, hereinafter referred to as "Seller", and LEE M. WALKER and BEVERLEE P. LILLEY, both unmarried, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington, to-wit:

That portion of Lots 15, 16 and 17 of FREACHER'S ROW Lots according to the official plat thereof on file in the office of the Auditor of Skamania County, Washington, lying Southeasterly of the Southerly right of way line of the County Road known and designated as the Salmon Falls Road,

TOGETHER WITH the Water Easement appurtenant to said property as described in the instrument recorded in Book 53, page 19, Deed Records of said County.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) of which Purchaser has paid to Seller the sum of Two thousand five hundred dollars (\$2500.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$12,500.00 shall be due and payable in monthly installments of ONE HUNDRED FIFTY DOLLARS (\$150.00), or more at Purchaser's option, commencing on May 1, 1973, and continuing on the first day of each month thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from April 1, 1973, at the rate of six percent (6%) per annum, and the monthly installments shall be first applied to the interest accruing from month to month, and the balance credited to the principal.

2. ASSIGNMENT: Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the prior written consent of the Seller.

3. INSURANCE AND TAXES: Seller warrants that the real property taxes and all assessments are paid on the property through the calendar year 1972, and such taxes for 1973 shall be prorated between the parties as of April 1, 1973. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract, and Purchaser covenants to keep the insurable buildings on the property continually insured against fire and extended coverage to the

JEFFERSON D. MILLER

ATTORNEY AT LAW

333 N. E. 8TH AVE.

SEASIDE, WASHINGTON 98507

AREA CODE 206-TELEPHONE 234-2502

full insurable value of the same with proceeds of such insurance payable to the parties as their interest shall appear. All such policies of insurance and the renewals of the same shall be in the possession of Seller. In event of any such insurable loss or damage and the payment of insurance proceeds to Seller as aforesaid, then any sums so paid thereby shall be credited upon the unpaid balance of this contract, except that in event of a partial loss the proceeds of such insurance may, at Purchaser's election, be applied to the necessary repairs occasioned by such partial loss.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property upon the execution and delivery of this contract and thereafter while this contract is performed, except that Seller reserves the right to enter the property at all reasonable times for the inspection of the same in connection with the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit no waste thereon, to keep the premises and improvements thereon in a clean and sanitary condition and in a good state of repair, and to refrain from performing any material alterations to the premises or the buildings thereon except with Seller's prior consent. Purchaser covenants to seasonably pay all charges to said premises for repairs, utilities, improvements, and otherwise, to the end that no liens for the same shall attach to said premises. In event Purchaser shall fail or neglect to make any such payments for repairs, utilities, improvements, taxes, insurance or other charges which in the opinion of Seller may attach as a lien to said premises, or if Purchaser shall fail to properly maintain or repair the premises or the buildings thereon, then Seller may, at his election, make any such payments or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Legal title to the property shall remain vested in Seller until the final payment and performance of this contract. Upon such final payment and performance of this contract Seller agrees to execute and deliver to Purchaser a warranty deed in statutory form conveying the title to the property to Purchaser as herein described and otherwise free of liens or encumbrances, but Seller shall not warrant against any such liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the execution of this contract. Seller further agrees to furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's

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interest hereunder forfeited and may repossess the premises with-
retaining any sum theretofore paid as liquidated damages for non-
ure to perform and for the use and occupancy of the premises. Seller
may, in the alternative bring action on any intermediate over-
payments or upon any payments made by Seller and repayable by
and the institution of any such action shall not constitute an election
of remedy as to any subsequent default. The waiver by Seller of any
breach of this contract shall not be construed as a waiver of said
enant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to
enforce any rights under this contract or for the forfeiture of the
same, then Purchaser agrees to pay a reasonable sum as attorney fees in
said suit. It is agreed that any notice required by law concerning the
enforcement or forfeiture of this contract may be made by registered or
certified United States mail, addressed to the mailing address of the
premises, or to such other address as Purchaser may designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this
22nd day of March, 1973.

Edwin C. Dexter
Edwin C. Dexter

Lee M. Walker
Lee M. Walker

Muth E. Dexter
Muth E. Dexter

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Beverlee P. Lilley
Beverlee P. Lilley

TRANSACTION EXCISE TAX

MAY 8 1973

SELLER Amount Paid
By Edwin C. Dexter
Skamania County Treasurer

PURCHASER

STATE OF WASHINGTON)
COUNTY OF CLARK)

On this day personally appeared before me EDWIN C. DEXTER, MUTH
E. DEXTER, LEE M. WALKER and BEVERLEE P. LILLEY, to me known to be
the individuals 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 22nd day of March,
1973.

Sharon L. Campbell
Notary Public in and for the State
of Washington;
Residing at Washburn

