

REAL ESTATE CONTRACT

5973

THIS CONTRACT, made and entered into this 19th day of March, 1973

between RAYMOND R. WINCHESTER and DORIS R. WINCHESTER, husband and wife

hereinafter called the "seller" and MICHAEL BERNARD FINE and JOAN KUREL KLEIN, 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:

Lots 6 and 7 of Block One of River Glen on the Washougal River according to the official plat thereof on file and of record at page 132 of Book A of Plats, records of Skamania County, Washington.

SUBJECT to restrictive covenants imposed on the real estate under search by deed dated August 5, 1944, and recorded September 6, 1944, at page 183 of Book 31 of Deeds, under Auditor's File No. 33574, records of Skamania County, Washington.

ALSO SUBJECT TO an undivided interest in all of the oil, gas and other minerals on the real estate and/or search and other property conveyed to Prindle Mountain Quarry, Inc., a Washington corporation, by deed dated July 11, 1966, and recorded July 29, 1966, at page 157 of Book 56 of Deeds, under Auditor's File No. 67253 Records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Eighty-Four Hundred and no/100 - \$84,000.00 Dollars, of which Seven Hundred Fifty and No/100 - \$750.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Seventy-Five and no/100 - \$75.00 Dollars, or more at purchaser's option, on or before the 19th day of April 1973, and Seventy-Five and no/100 - \$75.00 Dollars, or more at purchaser's option, on or before the 19th 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 outstanding balance of said purchase price at the rate of 7 1/2% per cent per annum from the 19th day of March 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 First Federal Savings & Loan Assoc., Vancouver, Wash. or at such other place as the seller may direct in writing.



No. 1831
TRANSACTION EXCISE TAX

MAR 28 1973

Amount Paid: \$84.00

Skamania County Treasurer

By: Beverly J. Halliday, App

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 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) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage 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:

- Printed general exceptions appearing in said policy form;
- Lien 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 seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

