REAL ESTATE CONTRACT

/wgust, 1973, TYPES CONTRACT, made and entered into this 15t

ROBERT CUREKE PHILLIPS and MELVIN LEE PHILLIPS, heirs at law of Eugene Phillips, Baceased,

codestion of bit the "seller," and NORMAN N. ESCH and SUSAN KA: ESCH, husband and wife,

Less confined as I A the "purchases,"

1073

WIT II ETH. That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following County, State of Washington: Skamania described on cotate, with the appartmances, in

A great of land located in Sections 15 and 22, Township 2 Morth, Range 5. W. M., and more particularly described on Schedule "A" attached

2085

TRANSACTION EXCISE TAX

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TWENTY-TWO THOUSAND and NO 100 terms and conditions of this contract are as follows: The purchas: price is ..(\$ 22,000.00) Dellars, of which 600 W 000 FOUR THOUSAND and NO/100ths - -) Dollars have:

(\$ 4,000.00 been paid, the receipt whereof is hereby arknowledged, and the balance of a id purchase price that be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Eighteen Thousand and no/100ths (\$18,000.00) collars in monthly installments of One Hundred Fifty and no/100ths (\$150.00) Dollars, or more, commencing on the 15th day of September, 1973, and on the 15th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include inturest at the rate of seven par -cent (7%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any pent or all of the unpaid purchase price, plus interest then dua.

All payments to be made herounder shall be made at C/o Robert Pi filips, Wells College, Aurora, N. Y. 13026

pe at such other place is he belief may direct in writing August : 1973. As referred to an this applicant "clare of closing" shall be

(1) The purchaser assumes and agrees to pay be ore definition, and assessments that m is as between granter and granter 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 enumerance, or has assumed payment of or decreases purchase subject to, any takes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

2006 through the purchaser agrees, until the purchase price is fully haid to keep the buildings now and bereafter placed on said real estate (2). The purchaser agrees, until the purchase price is fully haid to keep the buildings now and bereafter placed to the seller and for its insured to the actual cash value there. I against loss or damage in 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

(3) The jurchaser agrees that full inspection of said real estate has been made and that neither the seller har his assigns that be belowed to any coverant respecting the condition of any improvements thereon nor shall the purchaser or effect or the assigns of either he held to any coverant or agreement for alterations, improvements or repairs traited the coverant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(A) The purchaser agrees that full inspection of any improvements not so asked was a self-was a self-was

in writing and attached to and mide a part of this contract.

(4) The purchaser assumes all hurards of damage to or destruction of any into overnements now on said real enter or he eafter placed thereon, and of the taking of said real state or say part thereof for public use, and agrees that re such damage, destruction or taking shifteens, and of the taking of said real state or say part thereof for public use, and agrees that re such damage, destruction or taking shifteensations as foliared consideration. In case any part of said real estate in taken for public use, the portion of the condemnation award to the condemnation in case any part of said real estate in taken for public use, the portion of the condemnation award to the purchaser to applied as part in the seller and applied as payment on the purchaser power herein uses the seller elects to sile with purchaser to apply all or a portion of social condemnation award to the relationship expense of procuring the same shall be devited 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 or the improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application or the improvements within a reasonable wine, unless purchaser elects that said proceeds shall be paid to the seller for application or the improvements within a reasonable wine, unless purchaser elects that said proceeds shall be paid to the seller for application or the improvements within a reasonable wine, unless purchaser elects that said proceeds shall be paid to the seller for application or the improvements within a reasonable wine, unless purchaser elects that said proceeds shall be paid to the seller for application or the improvements within a reasonable with the said paid to the seller for application or the improvements within a reasonable wi

a. Printed general enceptions appearing in said policy form;

b. Lieus or encumbrances which by the terms of this contract the purciaser is to a sume, or as to which the conveys to become

s. Any existing contract or contracts under which scher is purchasing said real cita t, and any mortgage or other objection, which seller by this contract agrees to pay, more of which for the purpose of this contract agrees to pay, more of which for the purpose of this purpose of this purpose.

(6) If celler's tille to said real estate is subject to an evidatic contracts under which soller is purchasing said just estate, or any mortgage or other obligation, which seller is to pay, seller green to make such payments in accordance with the terms thereby, and then default, the purchaser shall have the right to make any payments accessary to remove the default, and any payments so made shall be applied to the payments next falling due the soller under this contract. (7) The sellor agrees, upon receiving full payment of the purchase price and intenst in the manner above specified, to execute and deed to said real estate, excepting any part thereof herenty taken for public use, free of encumbrances except any that may attach after latte of closing through any person other than the seller, and subject to the following: Easements and reservations of record, The encroachment, if any, of a tract of land conveyed to Charles Vie Oster fren Verly C. Ostergron, husband and wife, and General taxes for 1973 which are to be pro-rated between the parties as of August 1, 1973. (8) Unless a different date is provided for herein, the purchaser shall be surfitled to possession of said real estate on date of closing and to textul possession so long as purchaser to the first of closing said to textul possession so long as purchaser is not its default hereunder. The purchaser covenants to keep the buildings and other improvements on rand and cut estate in good napid; and not to permit whate 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 clarges for water, sever, electricity, garbage or other utility services lambled to said real estate after the date purchaser is entitled to possession.

(9) In the temperature falls to make any payment herein provided or to maintain insurance, as herein required, the selfer may make such payment or effect such insurance, and any amounts so paid by the selfer, together with inturest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without projudice to any other right the seller might have by reason of such default.

(10) The is of the reserve of this contract, and it is a result that the contract of the contract and it is a result to the seller might have by reason of such default. 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 propably at the time and in the manner herein required, the seller may elect to declar all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser shell may eject to declar all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser become and all improvements placed upon the real estate shall be forfeited to the seller as liquidated diamages, and the seller shall have right to re-enter and take possession of the real estate; and no walver by the seller of any default on the part of the purchaser shall be constructed as a walver 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 pro-paid, return receipt requested, directed to the purchaser at his address last known to the celler.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, it hading suit to collect any payment required hereunder, the purchaser agrees to pay's reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If thy seller shall bring fait to procure an adjudication of the termination of the purchaser's rights becaused, 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 show the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and show the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and she IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above. .(SEAE) 37 NEW YORK STATE OF MEANINGTON County of CAYUGA ROBERT EUGENE PHILLIPS On this day personally appeared before me described in and who executed the within and foregoing instrument, and admowledged that to me known to be the individual free and voluntary act and deed, for the uses and purposes signed the same as he therein mentioned. day of July 1973 GIVEN under my hand and official seal this

to me known to be the individual described in and who executed the within and foregoing instrument, and analow-edged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my band and official seel this day of the State of House Fully in and for the State of House Fully in the York Residence of Instrumental Instruments of the House Fully in the Hous

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SCHEDULE MAIL

tract of land located in Sections 15 and 22, Township 2 North, Range 7 E. W. M. described as follows:

Beginning at a point on the northerly line of State Highway No. 8 south 544 451 west 165 feet from the southwest corner of Lot 3 of Normandy Tracts according to the official plat thereof on file and of record in the office of the ing to the official plat thereof on file and of Pacord in the office of the Auditor of Skamania County, Washington; thence north 35° 15' west 54 fact; thence south 54° 45' west 7 feet; thence north 39° 04' west 150.33 feet; thence north 35° 15' east 105.5 feet; thence north 54° 45' wast 150 feet; thence south 35° 15' east 105.5 feet; thence south 54° 45' wast 10 feet; thence south 35° 15' east 43.5 feet; thence north 54° 45' east 50 feet; thence north 35° 15' wast 68 feet; thence north 54° 45' east 20 feet; thence north 35° 15' wast 767 feet; thence south 1,590 feet to the northerly line of State Highway No. 8; thence north 54° 45' east 765 feet to the point of beginning

EXCEPT the following described tract: Beginning at a point on the northerly line of State Highway No. 8 south 54° 45° west 530 feet from the southwest corner of Lot 9 of Normandy Tracts oforesaid; thence north 35° 15' west 50 feet; thence south 56" 45' west 50 feet; thence south 35° 15' east 50 feet; thence north 54° 45' cast 60 feet to the point of beginning;

AND EXCEPT the following described trans: Beginning at a point on the nor-therly line of State Highway No. 8 soul > 54° 45' west 468 feet from the southwest corner of Lot 9 of Normandy Tracts afterestid; thence north 35° 15' west 50 feet; thence south 54° 45' west 33 feet; thence south 35° 15' east 50 feet; thence north 54° 45' east 33 feet to the point of beginning;

AND EXCEPT the following described tract: Beginning at a point on the northerly line of State Highway No. 8 south 54° 45' west 219 feet from the southwest corner of Normendy Tracts aforesaid; thence north 35° 15' west 64 feet; thence south 54° 45' west 91 feet; thence north 35° 15' west 50 feet; thence south 54° 45' west 83 feet; thence south 35° 15' east 12 feet; thence south 54° 45' west 53 feet; thence south 35° 15' east 102 feet; thence north 54° 45' east 237 feet to the noist of hericalty. 227 feet to the point of beginning.

N. Est. -

STATE OF NEVADA

County of MASHOE

On this day personally appeared before me MTLVIN LEE PHILLIPS to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mactioned.

GIVER under my hand and official seal this 2 day of acceptant 1973.

Hornry Public in and for

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