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REAL ESTATE CONTRACT

(FORM - 1960)

THIS CONTRACT, made and entered into this 28th day of September, 1973

between [illegible] BARNES, who acquired title as [illegible] BARNES, and her husband [illegible] BARNES,

hereinafter called the "seller," and RICHARD E. BAYER and DOREEN M. BAYER, 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 Spokane County, State of Washington:

The west 100 feet of the north 250 feet of the West half of the East half of the Northeast Quarter of the Northeast Quarter (W½ E½ NE¼ NE¼) of Section 29, Township 26 North, Range 43 E. W. M.

EXCEPTING TO easements and rights of way for County Road No. 2038 as located on the ground.

2157

No. _____

TRANSACTION EXCISE TAX

OCT 4 1973

$ 5.50

Spokane County Treasurer

By _____ Deputy

The terms and conditions of this contract are as follows: The purchase price is Seventy-five thousand Fifty and no/100 - - -

(7) The seller agrees, upon receiving 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 hereafter 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:

(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 from date of payment until re aid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller 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 hereunder, the purchaser agrees to pay a 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 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.

Robert R. Palmer (SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON, }
County of Yakima } ss. (SEAL)

On this day personally appeared before me [illegible] and Elaine A. Palmer [illegible] to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that 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 27th day of [illegible], 1972.

[illegible] Notary Public in and for the State of Washington, residing at [illegible]

Stevenson therein.

7255

THIS SPACE RESERVED FOR RECORDER'S USE

SECURITY TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME Robert J. Solomon

ADDRESS Stevenson, Wash.

CITY AND STATE 10:50 A.M. Oct 1 1972

65

Recorded 7255

Request of

Robert J. Solomon