REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this

lst day of

September, 1973,

RUGER MALFAIT and LORETTA MALFAIT, husband and wife,

hereinafter called the "seller" and

JAMES D. KREIGHBAUM and PEGGY I. KREIGHBAUM, husband and wife,

, hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

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seller the following described real estate with the appurtenances, situate in

A tract of land located in the Southwest (warter SW4) of Section 6, Township 1 North, Range 5 E. W. M., described as follows:

Beginning at a point on the northerly line of Cape Horn Road 671 feet due east of the west line of the said Section 6; thence north 370 feet; thence east 300 feet; thence south 19° 25' 15" west 165.41 feet to the initial point of the tract hereby described; thence north 19° 25' 15" east 165.41 feet; thence east 340 feet; thence south 380 feet, more or less, to intersection with the northerly line of said Cape Horn Road; thence in a westerly
mediately according to the northerly line of said road to a point south of the initial point; thence north to the initial point,

On the following terms and canditions: The purchase price is \$12 Thousand and no/100ths -+ (\$ One Thousand Five Hundred and no/100ths 6,000.00 1 dollars, of which has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the banace of said (\$ 1,500.00 i dollars

The purchasers agree to pay the balance of the purchase price in the sum of Four Thousand Five Hundred and no/100ths (\$4,500.00) Dollars in monthly installments of Fifty and no/100ths (\$50.00) Dollars, or more, commencing on the 1st day of October, 1973, and on the 1st day of each and every month thereafter until the full amount of thepurchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of seven and one-half per-cent (7½) 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 part or all of the unpaid purchase price, plus

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The purchaser may enter into possession 38ptcmber 1, 1973.

The property has been carefully inspected by the purchaser, and no agreements or representations per-taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between granter and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the trumises for any illegal purpose. If the purchaser short fall to pay before delinquency any such taxes or ar resiments, the seller may pay them, and the amounts an paid shall be deemed part of the purchase price and he payable forthwith with interest at the rate of ten per cent per annum until paid, without originals to any other right of the seller by reason of such failure. prejudice to any other right of the seller by reason of such failure,

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the might to take any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaspera where to the purchaspeat was runtry which may have been condemned, free of incumbrances except those above mentioned, and any that may after a resistent through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the purchase price in full insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable; ttorney's fee.

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. In Witness Whereof the parties have signed and sealed this contract the day and year first abo

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STATE OF WASHINGTON.

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On this day personally appeared before me

ROGED MALFAIT and LOVETTA MALFAIT, husband and wife,

to more adjuly to be the individual s described in and who executed the within and foregoing instrument, and neknowhilsed that they are and purposes their in mentioned. signed the same as free and volumary art and deed, for the GIVEN under my hand and official seal this

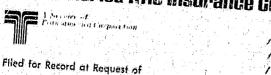
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Transamerica Title Insurance Co



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