REAL ESTATE CONTRACT

ITHIS CONTRACT, made and entered late this 10th day # September, 1973,

H. R. WARD and KATHAYN JEAN WARD, husband and wife. between

BOBBY GLEN HULETT and RUTH ANN HULETT, husband and wife, hereinafter called the "seller," and

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchases and the purchases agrees to purchase from the seller the following discribed real estate, with the appurtenances, in County, State of Washington: Skamania

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter (SE4 SE4 NE45) of Section 10, Township 1 North, Range 5 E. W. M., EXCEPT that portion thereof lying northerly of kiverside Brive extending from State Road 14 westerly to the west line of the SE's of the SE's of the NEG of the said Section 10; and EXCEPT that portion thereof lying southwesterly of Riverside Drive extending from the west line of the SE's of the SE's of the WEL of the said Section 10 southeasterly to the cast line of said subdivision.

Twenty-five Thousand and no/100ths
- (\$ 25,000.00) Dollars, of which
- (\$ 3,000.00) Dollars have The terms and conditions of this contract are as follows: The purchase price is Three Thousand and no/190ths - -3,000.00 been paid, the receipt whereof is hereby arknowledged, and the brilance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Twenty-two Thousand and no/101ths (\$22,000.00) Jollars in monthly installments of One Hundred Bighty-Five and no/100ths (\$105.00) Jollars, or more; commencing on the 10th day of October, 1973, and on the 10th day of each and every month thereafter until the full amount of the quichase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight par-cent (6.) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then so 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 interest then due. penalty any part or all of the unpaid purchase price, plus interest then due.

Purchasors agree to pay the taxes for the occas half of 1973.

1905 N. W. 10th Flace, Comas, Washingtor All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be September 10, 1973.

(1) The perchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantonicall grantee bereafter betome a firm on said real estate; and if by the terms of this contract that purchaser has assumed payment of any mortuage, contract of filter recumbers of or has assumed payment of a creed to purchase while the normal services assessments have a like on said real estate, the purchaser agrees until the purchaser agrees until the purchaser agrees, until the purchase of the said to the actual cost value thereof nations to be on the real estate insured to the actual cost value forced nations to by or diameter by both fire and sind-turn has company acceptable to the foller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all galicies and recognize thereof to the seller. the roller

the scher's benefit as his interest may appear, and to hay an premium agentor and to deaver an accession technic.

(3) The purchaser agrees that full inspection of said real estate has been findle and that scatter for his assigns shall be held to any covernant respecting the condition of any improvements thereon for skall the purthaser as seller or the assigns of either be held to any accession in a green and of the particular of alterations, improvements or repairs unless the covernant of agreement refled on its contained herein or is in writing and afterned to and made a part of this contained.

(4) The perfecting the condition of any improvements or repairs unless the covernant of agreement refled on its contained herein or is in writing and afterned as the real estate of the scall real estate or hereafter placed thereon, and of the taking of said real estate or any part of said real estate in taken for public size, the portion of the condemnation award are remaining after payment of reasonable expenses of procuring the same shall be paid to the acted and applied as, payment on the purchase particle of such condemnation award in the redubling of restoration of any improvements damaged by such taking. In case of domage of destruction from a peril insured abands, the proceeds of such improvements damaged by such taking. In case of processing, the same shall be reducted to the restoration of rebuilding of such improvements within a reasonable time, tunless purchase relate that spid opposeds shall be paid to the seller for application; on the purchase price herein.

On payment of the purchase price perfects and process of such instruction, or a communical therefor, issued by transmortant time success of process of such process of the parties of such process of the purchase price herein.

On payment of the purchase price perfects and process of process of process of process of the process of the process of such process of the process of the purchase price herein.

On payment of the purchase price perfect as a pro

a. Printed general exceptions appearing in said policy form;
b. Lions 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

his existing contract or contracts under which seller is pure asing said real estate, and any muritage or other obligation, which solve by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed reflects in seller's fittle.

(5) If seler's title to said real estate is respect to an existing contract or contracts under which seller is painthasing said soul estate, or any mortar ge or either obligation, which seller is to pay, after agrees to make such payments in accordance with the terms thereof, and apon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller, under which contract.

(7) The soller agrees, upon receiving full payment of the purchase price and interest in the manner above specified to execute and

deed to said real estate, excepting any part thereof bereafter taken for public use, free of encumbraners except any that may attach after date of closing through any person other than the seller and subject to the following: diver to ru choser a statutory warranty

- (a) Rights reserved by the State of Washington in deed dated January 27, 1910,
- Easements and rights of way of record,

(8) Universe a different date is provided for berein, the perchaver shall be entitled to possession of said real estate on date of closing and to retain power soon so fing as purchaser is not in default bereunder. The purchaser eccentant to keep the buildings and officer makes on soon real estate in good exposts and not to permit waste and not to use, or permit the use of the real officer for any illegal purpose. The purchaser covers this to say all service, installation or construction charges for water, sower, electricity, and are on other utility services four-olded to and real estate after the class purchaser is entitled to possession.

(9) In case the ourchaser tails to make any payment herein provided or to maintain insurance, as herein required, the later may make such payment of effect such insurance, and any amounts so poid by the solder, together with interest at the rate of 10% per manum thereon irons date of postners. If repaid, it all be repayable by purchaser on sellers demand, all without projective to any other unit the seller might bear as yet associated and this contribute, and it is carried that in each the purchaser while the section of this contribute, and it is carried that in each the purchaser whill the seller might be excented it in contribute.

socials have by reason a such default.

(10) Time is of the escence of this control, and it is agreed that in case the purchaser shall full to many with a perform any continuous agreement hereof or to make any payment required hereonder promptly at the time and is measured as required the resident effects that release the resident hereoff or the radies any payment required hereonder promptly at the time and is measured as required the promptly at the time and is measured as required the promptly of the social promptly of the promptly of the social promptly of the promptly of the promptly of the social promptly of the promptly of the social promptly of the social promptly of the promptly of the

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REAL ESTATE CONTRACT

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H. R. WARD and KATHRYN JEAN WARD, husband and wife, between

BOBBY GLEN HULETT and RUTH ANY HULETT, husband and wife, hereinafter valled the "seller," and

hereinafter alled the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described teal estate, with the appurtenances, in County, State of Washington Skaminia

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter (SE4 SE4 NE4) of Section 10, Township 1 North, Range 5 E. W. M., EXCEPT that portion thereof lying northerly of Riverside Drive extending from State Hoad 14 westerly to the west line of the SEL of the LEL of the NEK of the said Section 10; and EXCEPT that portion thereof lying southwesterly of Riverside Drive extending from the west line of the SE4 of the SE4 of the No. of the said Section 10 southeasterly to the cast line of said subdivision.

The terms and conditions of this contract are as follows: The purchase price is Twenty-five Thousand and no/100ths -(\$ 25,000.00 - (\$ 3,000. Three Thousand and nc/100ths - -3,000.00) Dollars have been paid, the receipt whereof is hereby arknowledged, and the balance of said parchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Twenty-two Thousand and no/100ths (\$22,000.00) Dollars in monthly installments of One Hundred Eighty-five and no/100ths (\$105.00) Jollars, or more, comments. ing on the 10th day of Uctober, 1973, and on the 10th day of each and every month thereafter until the full amount of the ourchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight per-cent (d.) per annum computed upon the monthly balances of the unpald 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 interest them due.

Purchasers agree to pay the taxes for the secons half of 197;.

or at such other place as the seller may direct in writing

All payments to be made hereunder shall be made at 1905 H. W. 10th Place, Camas, washington 98607

As referred to in this contract, "date of closing" shall be...

September 10, 1973.

- (1) The purchaser assumes and agrees to pay before defining and all taxes and assessments that may as between granter and grantee become a lice on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbriance, or has assisted payment of or arread to purchase subject to, any taxes or assessments row a lieu on said real estate, the purchaser parce; and the purchase price is fully park, to keep the buildings now and hereafter placed on taid real estate instead to the actual such value thereof against how or damage by both fire and wind term in a sompany acceptable to the seller and for the seller, as his interest may appear, and to pay all premiums therefor and to deliver all politics and remember to the seller.
- (2) The purchaser agrees that full inspection of said real estate has been made and that petitive the seller nor his usulans shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either he 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.
- In writing and attached to and made a part of this contract

 (4) The purchaser argumes all hazards of damage to or destruction of any improvements new on said real estate or legislate or therein, and of the taking of said real estate or any part libered for public use, and agrees that no such damage, destruction, by taking shall constitute a failure of consideration. In case are part of said real estate is taken for public use, the portion of the condemnation award rendered interpretable of reasonable expenses of practuring the same shall be paid to the seller and applied as payment on the purchase priod in the interpretable of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the protects of such improvements which a reasonable thme, unless purchaser file particular plants be severed to the restoration of choulding of such improvements which a reasonable thme, unless purchaser files that said proceeds shall be paid to the seller for application on the purchase price of the purchase price of the particular plants of the condition of the purchase price of the particular plants of the full amount of the purchase price of the particular plants of the full amount of the purchase price of the date of closing and containing no exceptions other than, the following:

 a. Printing general exceptions appearing in said policy forms.

a. Printed general exceptions appearing in said policy form;

- Liens 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 b
- e. We defined contract or contracts under whits seller is purchasing said real estate, and any mortgage or other obligation, which sailer by this contract agrees to pay, none of which for the purphs of this paragraph (5) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an enisting contract or contracts under which seller is porchasing said real estate, and not de aut, the purchaser shell have the right to make any payments necessary to remove the d. fault, and any payments as made shall applied to the payments next falling due the seller under this contract.

(F) The seller agrees, upon proximing full payment of the purchase price and interest in the runner above specified, to execute and

eliver to purchaser a statutory warranty

deed to said usa' c tate, or repling 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
thiere to the following:

- Rights reserved by the State of Washington in deed cated January 27, 1910, (a) and
- Easements and rights of way of record.

(8) Unless a different date is provided for heres, the purchaser shall be entitled to possession of soid real eviate on date of closing any to recan possession so long as purchaser is not in default hereender. The purchaser coverants to keep the buildings and other improvements on any real estate in good repair and not to germly sense and not to use of provide on one of, the real estate in good repair and not to permly sense and not to as on sain real estate in good repair and not to permly sense and not to use of, the real estate any illegal power. The jurchaser coverants to pier all service, mathation or construction charges for water, sense, electricity, meloage or other ut bry particles from the contract of the cost the purchaser fast is to make any portness therein provided or to maintain, measured as lovely repaired to and saturance, and any associates as paid by the selfer, together with interest at the rate of the selfer may saint sense after an appropriate of the essence of this contract, and if the selfer accordance, all without particles to any other annum therein to entire the relative of the research of the essence of this contract, and if is acreed that in case the purchaser shall fall to comply with or verforts any sundamental therefore the relative of the selfer and the essence of the estate of the selfer and the tenses and in the framewhere in order to make any payment required hereunder promptly of the time and in the framewhere in order to make any payment required hereunder promptly of the time and in the framewhere in order to make any payment because the real estate that in case the purchaser shall fall to comply with or verforts any such as a selfer of any department of the selfer and shall have right for re-enter and take presention of the real estate, and no waiter by the affert of any department of the late of the selfer to the selfer to a selfer of any subsequent default.

Service areas purchaser of any subsequent default.

The purchaser agrees to pay a reasonable true as atterney is

D. WITNESS WHEREOF, the parties hereto have executed this instrument as all the date first existen above

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