

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th day of October, 1973,
and ALICE E. HOLSEE, husband and

THIS CONTRACT, between CHARLES E. NOLSEE and ALICE E. NOLSEE, husband and wife, and MARGARET ANN McLARNEY, husband and wife,

hereinafter called the "seller," and

hereinafter called the "purchaser," to sell to the purchaser and the purchaser agrees to purchase from the seller the following:

County, State of Washington:

WITNESSETH: That the seller agrees to sell to the purchaser the above described real estate, with the appurtenances, in Skamania County, Oregon, to-wit: the Northwest Quarter of the

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase the following described real estate, with the appurtenances, in Skamania County, Oregon:

The South Half of the northwest Quarter of the Southeast Quarter (SW $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$), and all that portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) lying northerly of the center line of the Bear Creek County Road; of Section 6, Township 3 North, Range 8 E. W. M.; and

that portion of the Southwest Quarter of the Southeast Quarter of Section 6, Township 3 North, Range 8 E. W. M., lying northerly of the center line of the Bear Creek County Road.

The west 330 feet of that portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 6, Township 3 North, Range 8 E. W. M.; and the center of the channel of Panther Creek and southerly of the center line of the Bear Creek County Road;

TOGETHER WITH all water rights appurtenant to the above described real property.

TOGETHER WITH all water rights appurtenant to and

The terms and conditions of this contract are as follows: The purchase price is Sixty-one Thousand Two Hundred
and no/100 \$ 61,200.00 Dollars, of which
and no/100ths \$ 500.00 Dollars have

_____ and the balance of said purchase price shall be paid as follows:

_____ and no sooner than

Five Hundred and no/100ths and no/100ths -
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
By making a payment in the sum of \$3,900.00 without interest on and no sooner than January 10, 1974; by paying the additional sum of \$200.00 per month without interest for a period of 60 consecutive months commencing on February 10, 1974, and on the 10th day of each and every month thereafter to and including the month of January, 1979; and by paying the remaining balance of the purchase price in the sum of \$44,800.00 in monthly installments of \$300.00 including interest at the rate of 7% per annum computed from January 10, 1979, said installments to commence on February 10, 1979, and to be paid on the 10th day of each and every month thereafter until the full amount of the purchase price shall have been paid. As a specific inducement made to the sellers to enter into this contract purchasers agree not to pre-pay the contract for a period of 15 years from and after January 10, 1974. It is agreed, however, that payments made on and after February 10, 1979, may exceed the sum of \$300.00 per month with the express written consent of the sellers. Purchasers shall have the right of first refusal to acquire on the same terms as it may be offered to others that portion of sellers' real property lying northerly of the center of the channel of Panther Creek and not included in the sale of the above described premises.

All payments to be made hereunder shall be made at _____
_____ place as the seller may direct in writing.

October 15, 1973.

All payments to be made hereunder shall be made in writing, _____ October 15, 1973. _____
or at such other place as the seller may direct in writing.
As referred to in this contract, "date of closing" shall be _____
_____ and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee
_____ the terms of this contract the purchaser has assumed payment, if any mortgage,
subject to, any taxes or assessments now a lien or said _____
_____ real estate

[illegible][illegible][illegible]

(5) The seller shall pay to the buyer the purchase price herein, in cash, by the date of closing and shall be deemed to have received the purchase price herein.

8. Printed general exceptions appearing in said policy.

b. Liens or encumbrances which by the terms of the contract are to be made subject; and

seller by this contract and

(6) 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 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 this contract.

(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 heretofore taken for public use, free of encumbrances except any that may attach after date of closing through any person other than this seller, and subject to the following:

- a. Easements and rights of way for County Road No. 2053 designated as the Bear Creek Road; and
- b. General taxes for 1973 which shall be pro-rated between the parties as of October 15, 1973.

(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 repaid, 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 the right to re-enter and take possession of the real estate; and any 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.

TRANSACTION EXCISE TAX

001.10.073

Amount Paid \$602.25

STATE OF WASHINGTON

County of Skamania

On this day personally appeared me

CHARLES E. MOLSEE and ALICE E. MOLSEE, husband and wife,

known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes there mentioned.

Witness my hand and official seal this

11th

day of

October, 1973.

Notary Public in and for the State of Washington,

residing at Stevenson, thereina

Transamerica Title Insurance Co

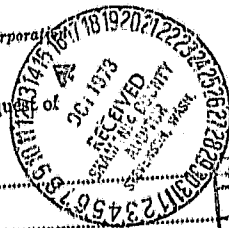
A Service of Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State



REGISTERED	INDEXED
DIRECT	INDIRECT
RECORDED	COMPARED
MAILED	

THIS SPACE PROVIDED FOR RECORDING USE: COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

OR

AT 9:00 A.M. Oct 15 1973

WAS RECORDED IN

OF

RECORDED

MAILED