

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th day of October, 1973,
between CHARLES E. MOLSEE and ALICE E. MOLSEE, husband and wife,
and MCLARNEY and MARGARET ANN MCLARNEY,

CHARLES E. MOLSEE and ALICE E. MOLSEE, husband
and MARGARET ANN McLARNEY, his wife

between CHARLES E. MOLGEE and ALICE E. MOLGEE,
hereinafter called the "Seller," and EDWARD A. McLARNEY and MARGARET ANN McLARNEY, husband and wife,

...and often called the "Wicheser,"

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
real estate, situated in Skamania County, State of Washington:
the premises in the aforesaid county, bounded as follows: Beginning at the Northwest Quarter (1/4 N.W. 1/4 S.E. 1/4), and

WITNESSETH: That the seller agrees to sell to the purchaser the
described real estate, with the appurteances, in Skamania
The South half of the Northwest Quarter of the Southeast Quarter (S½ NW¼ SE¼), and
all that portion of the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) lying
northerly of the center line of the Bear Creek County Road; of Section 6, Township
1 North, Range 8 E. W. M.; and
the Southwest Quarter of the Southeast Quarter
of the same section, lying northerly of the

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 C E. N. M. lying northerly of the center line of the Bear Creek County Roads; and

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

and no/100" " " " Five Hundred and no/100ths - - -
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid
By making a payment in the sum of \$3,000.00 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 comput-
ed 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 first
sellers' real property lying northerly of the center of the channel of Panther Creek
and not included in the sole of the above described premises.

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

October 15, 1973.

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 October 15, 1973. Lessor to pay before delinquency all taxes and assessments that may as between grantor and grantee in the event of a sale of the property under the terms of this contract the purchaser has assumed payment of any mortgage, subject to, any taxes or assessments now or hereafter levied or assessed against the property.

(1) The purchaser assumes and agrees to pay, before delinquency all taxes and other charges which may be levied or accrued upon the real estate; and if, before the date of sale, or at any time thereafter, the purchaser has assumed payment of any taxes or assessments now or hereafter placed on said real estate, he shall have the full right now and hereafter placed on said real estate to require acceptable to the seller and for the benefit of the purchaser, to pay the same, and to deduct the same from the amount of the purchase money, therefor.

(1) The purchaser assumes and agrees to, hereafter become liable on sold real estate, or contract or other encumbrance, and if by terms of the purchase agreement to pay the same before delinquency.

hereafter, or other encumbrances on the real estate, the purchaser agrees to pay the same before the purchase price is fully paid, to keep the property in good condition, and to deliver all policies and renewals issued to the actual cash value thereof against loss or damage by fire, windstorm and/or lightning.

(2) The purchaser agrees, until the purchase price is paid in full, to insure the real estate against loss or damage by fire, wind, water, or other causes, to the actual cash value thereof, and to pay all premiums therefor and to the seller's benefit, as his interest may appear, and to hold him harmless from all claims arising out of such insurance.

(3) The purchaser agrees that full inspection of said real estate has been made by him/her and that he/she accepts the same "AS IS", subject to any covenant respecting the condition of any improvements thereto, except that the seller shall not be liable to the purchaser or his/her heirs or assigns for any damage, destruction or taking of any improvements now or hereafter placed upon said real estate by the seller, his/her heirs or assigns, or by any third party, unless such damage, destruction or taking shall result from the willful acts of the seller, his/her heirs or assigns.

(4) The Purchaser agrees to pay to the Seller all costs of any improvements now on and hereafter to be made on the property, or to be made in connection therewith, including the cost of any new or additional fence, or any other expense of any kind, and agrees that no such expense shall be deducted or taken off the amount of the compensation to be paid to the Seller, and applied as payment on the purchase price.

(4) the purchaser acquires all hazards, risks and responsibilities incident thereto, and the taking of said real estate or any part thereof, shall be taken by the seller and applied as a credit against the purchase price, and shall constitute a failure of consideration. In case any part of said real estate is taken by the seller and applied as such a credit, the purchaser shall be entitled to apply the amount so taken to the payment of reasonable expenses of procuring such condemnation award to the rebuilding or reconstruction of the same. In case the purchaser fails to apply all or a portion of such condemnation award to a peril insured against, the proceeds of such award shall be devoted to the restoration, or rebuilding of such property, and the seller for application on the same.

constitute a failure or cause of non-delivery, the seller shall be entitled to apply the price herein set for the seller's claim to such taking. In case of damage or destruction from any cause, the seller shall be entitled to the reasonable expense of procuring or repairing the same, and unless the purchaser elects that said proceeds shall be paid to the seller for application on the

(3) The seller ~~MAX MCKEE~~ agrees to deliver ~~MAX MCKEE~~ his insurance company, stand alone, or a committee thereof, issued by ~~MAX MCKEE~~ his insurance company, to said real estate as of the date of the original price against loss or damage by reason of defect in seller's title.

x Printed general exceptions appearing in said policy form;

x. Printed general exceptions appear in the following:

c. Any existing contract or contracts under which the party to whom it is to be binding may be bound by the terms of this contract, none of which for the purpose of this contract, is to be binding.

(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 the 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 be entitled 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.

Servic, 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 such 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.

No. 2181

Charles E. Molsee (SEAL)

Margaret O'Malley (SEAL)

Margaret O'Malley (SEAL)

STATE OF WASHINGTON, *Skamania County*

County of Skamania

On this day personally appeared before me

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

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

hereinafter mentioned,

11th

day of October, 1973.

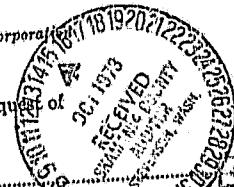
Charles E. Molsee
Notary Public in and for the State of Washington

reading at.....Stevenson, thereina.

76729

Transamerica Title Insurance Co

A Service of Transamerica Corporation
Filed for Record at Request of



Name.....

Address.....

City and State.....

REGISTERED
INDEXED: DIR
INDIRECT
RECORDED
COMPARED
MAILED

IN THIS SPACE INDICATE IF RECORDING IS USED
COUNTY OF SKAMANIA 1973

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

B. J. Schaefer

ON *October 15, 1973*

AT *9:00 A.M.*

WAS RECORDED IN RE # *65*

OF *16 sec*

RECORD # *16 sec*

SKAMANIA COUNTY, WASH.

J. P. Murphy

F. M. Murphy