

REAL ESTATE CONTRACT

THIS CONTRACT was made and entered into this 15th day of October, 1973,

between MARIE C. FLESTER, a widow,

hereinafter called the "seller," and
 BYRON L. DUKE and JANET L. DUKE, husband and wife,
 and CURTIS FAULTONER, a single man,

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
 County, State of Washington:

Beginning at a point on the southerly line of the Evergreen Highway which is south 1,257 feet and west 38.93 feet from the common corner of Sections 15, 16, 21 and 22, Township 2 North, Range 7 E. W. M.; thence north 81° 09' west 409 feet; thence south 09° 00' west 169 feet to the initial point of the tract hereby described; thence south 81° 20' east 110 feet; thence south 09° 00' west 150 feet, more or less, to intersection with the northerly line of the Spokane, Portland and Seattle Railway right of way; thence in a northeasterly direction along said northerly line to a point south 09° 00' west of the initial point; thence north 09° 00' east 132 feet to the initial point; said tract of land being designated as 11 of Lots 9, 10 and 11, and the westerly 10 feet of Lot 8 of Block Six of the recorded plat of the Town of North Bonnaville, Washington.

The terms and conditions of this contract are as follows: The purchase price is Twenty-six Thousand and no/100 Dollars, of which \$26,000.00 is cash and \$6,000.00 is to be paid in installments.

Six Thousand and no/100ths - - - - - (\$6,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance 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 Thousand and no/100ths (\$20,000.00) Dollars in monthly installments of Two Hundred Sixty and no/100ths (\$260.00) Dollars, or more, commencing on the 15th day of November, 1973, and on the 15th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of seven per-cent (7%) 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 interest then due.

Seller reserves the right to occupy Apartment No. 1 at a rental of \$100.00 per month on a month to month basis not exceeding a period of three years from the date of this contract.

All payments to be made hereunder shall be made at Box 312, North Bonnaville, Washington 98639 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.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be 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.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a counterpart thereof, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Written 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
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any part thereof, or other obligation, which seller is to pay, seller agrees to apply such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to preserve the title 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 delivered to 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. The effect, if any, of the municipal ordinances of the Town of North Bonneville, Washington; and
b. This contract shall not be assigned without the express written consent of the seller, and any purported assignment thereof without such consent shall be null and void. In event of sale of said premises by purchasers seller's right to rent Apartment No. 1 as aforesaid shall terminate on 30 days notice.

(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, 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 considered 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.

No. 2202

TRANSACTION EXCISE TAX

OCT 24 1973

Amount Paid \$60.25

STATE OF WASHINGTON, *Michael O. Palmer*
Skamania County Treasurer

County of *Skamania*

On this day personally appeared before me *MARIE C. PLESTER, a widow,*

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same at her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal this

16th

day of

October, 1973.

Joseph C. Workman
Notary Public in and for the State of Washington,

residing at Stevenson therein.

76785

Transamerica Life Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<i>E</i>
INDEXED	<i>E</i>
INDIRECT	<i>E</i>
RECORDED	
COMPARED	
MAILED	

THIS SPACE PROVIDED FOR RECORDER'S USE: COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *B. J. Lamerant* OF *Stevenson* WA AT *1:30 P.M. Oct 24 1973* WAS RECORDED IN BOOK *65* OF *112* AT PAGE *125* RECORDS OF SKAMANIA COUNTY, WASH. *H. P. Toot* COUNTY AUDITOR *E. M. Mather*