REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this Sth November, 1973,

batween CLYDE C. LITTON and RUTH LITTON, hitsbend and wife,

herelitation called the "schor," and

ARLENE B. NEYLAND

her Instee called the "purchaser,"

WITTNESSWITH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington;

Lots 12 and 13 of Block Two of BOYDS AND WILKINSON ADDITION TO CARSON according to the official plat thereof on file and of record at page 36 of Book A of Plats, Records of Skamenia Court Sushington.

TRANSACTION EXCISE TAX

OCT 29 1973 Amount Paid Le a.

micros DA onnes Skamania County Treasurer

The terms and conditions of this contract are as follows: The purchase price is Ten Thous and and no/100 -

+ (\$ 10,000.00) Dollars, of which Two Thousand and no/100 -(\$ 2,000,00) Dollars have been palo, the receipt whereof is hereby arknowledged, and the balance of said purchase price shall be paid as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of Eight Thousand and no/100 (\$8,000.00) Dollars in monthly installments of One Hundred and no/100 (\$100,00) Dollars, or more, commencing on the 5th day of December, 1973, and on the 5th day of each and every month thoreafter until the full amount of the purchase price together with interest shall have been paid. The said menthly installments shall include interest at the rate of eight per-cent (6%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchaser reserves the right at any time she is 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.

All payments to be made hereunder shall be made at 4090 S. E. Harvey, Milwaukie, Oregon or at such other place as the seller may direct in writing.

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

November 5, 1973.

(1) The purchaser assumes and agrees to pay betwee delinquency all taxes and assessments that may as 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, 1, 7 as fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against his size by mage by both fire and whoterom in a company acceptable to the seller and for the celler ab benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

(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 reflect 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 assumes all hazards of damage to or distruction 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 reatonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase pice herein unless the seller elects to 519 w 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 insprovements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seiler for application on the nurchase mirech service. purchase price berein.

The soller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in that, it is a commitment therefor, issued by Transomerica little insurance Company, insuring the purchaser to the full amount of said, writing the purchaser to the full amount of said, writing the purchaser to the full amount of exceptions other than the following:

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

c. Any existing contract or contracts under which seller is nurchasing 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's life to said real estate is subject to an existing contract or contracts under which seller is purchasing said real a or any mortgage or other obligation, which seller is to pay, after agrees to make such payments in accordance with the terms thereof upon default, the purchaser shall have the right to make an 'squaesta recessary to remove the default, and any 'sayments are made be applied to the payments next falling due the seller under base contract.

pplied to the payments next falling due the seller under hals contract.

(7) The seller agrees, upon receiving full payment of the purchase prior and interest in the master above specified, to execute and ver to purchaser a - staintery warranty.

deed to said real/estate, excepting any part thereof bereafter dollver to purchaser a -attintory warranty taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the saller, and subject to the following: NOIE.

B

(8) Unless a different date is provided for k rein, 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 so keep the buildings and edited in the said real estate in good tripid and not to permit vasate and not to use, or permit the use of, the real estate for any illegal yupose. The purchaser covenants to ray all service, installation or construction changes for water, saver; electricity, sarbage or, other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser falls to make any payment herein provided or to maintain histrance, 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 asmum thereon from date of payment until repaid, shall be repayable by purchaser en seller's demand, all without projudice to any other right, the peller hight have by reason of such default.

[10] Thus is of the asserte of this contract, and it is agreed that in case the paychages shall fall to consider with a section required.

from that of symbers that regard, shall be repayable by purchaser on seller's demand, all without prejudic 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 symmetre 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 hall 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 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 receive requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce are, covenant of this contract, including and to collect any payment required betwender, the purchaser agrees to pay a reasonable sum as actionary's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered 'a yight suit.

If the seller shall bring suit to procure an adjudicatior of the termination of the purchaser's rights hereunder, and judgment is so emerted, the purchaser agrees to pay a reasonable sum as actionary's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the reasonable age and the date such suit is commenced, which sums shall be included in any judgment or decree entered to the purchaser agrees to pay a reasonable sum as actionary's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the reasonable sum

IN WITNESS WHEREOF, the parties hereto have	esecute this instrument as o	of the date first written above,	
	x Clipde	S. Tottout	AL)
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(C) 00 4 00	Partition in the second		
- Partie on the second	2 × arler	re B. Neyland (12	AL)
STATE OF WASHINGTON	4.5		
County of Skamania	3)	\mathcal{L}	
On this day personally appeared before me	E C. LITTON and RU	TH LITTON, husband and wife,	
to me known to be the individual S described in and wh			
they signed the same as		voluntary act and deed, for the uses and purpo	SCA.
therein mentioned.	15.	O.t. 1979	
GIV: N uppler my hand and official seal this	dav.of	001111	
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May 25 19 X 9 Halling	No.	76800	7
Transamerica Title Inst	ranca Ch	STATE COS-WASHINGTON PROPERTY.	1
	ON MINISTER IN THE	COUNTY OF SKAMANIA	
A Service of Transamerica Corporation		I HEREBY CHATTEY THAT THE WITHIN INSTRUMENT OF WRITING CALED BY	
		GO ON THE BOTH OF)
Filed for Record at Request of	REGISTERED &	or Meners and 26	1
	MINEXED: DIRE	AT 10:10 M (OCL 29,073	1
Name	RECORDED	DE ALERS IN BOOK 6-5	
Address	COMPARED	RECORDE OF PRAMANIA COUNTY, WASH	1
City and State	MAILED	all tall	1