

## REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 7 day of October, 1973  
 between EDWARD LOGAN AND MARY A. LOGAN, husband and wife

and between SAMUEL A. WINDESHIMER AND GRAVE E. WINDESHIMER, husband  
 and wife, as follows:

Buyer or customer or purchaser,

Witnessing 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 exceptions, in:

Sixty-ninth

County, State of Washington.

The West Half of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 24, Township 3 North, Range 9 East  
 of the Willamette Survey.

No. 2214

## TRANSACTION EXCISE TAX

M.V. - 5 1973

Amount Paid \$12,500.00  
 Tax \$12.50

Shamrock County Treasurer

The terms and conditions of this contract are as follows: The purchase price is THIRTY THOUSAND DOLLARS AND NO/100 (\$30,000.00) Dollars, of which THREE THOUSAND DOLLARS AND NO/100 (\$3,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One Hundred Seventy Dollars (\$170.00) or more per month at purchaser's option to and including June, 1974 from then on \$217.53 or more, per month until paid. The first payment of \$170.00 to be made on or before the 1st day of December, 1973, and a payment is to be made on each succeeding calendar month until the balance of said purchase price has been fully paid. The purchaser agrees to pay interest on the diminishing balance of said purchase price, at the rate of 7 1/2 per cent per annum from the 1st day of November, 1973 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

It is understood there shall be no re-sale of property, or timber cut and sold unless 30% of purchase price is paid on contract balance.

All payments to be made hereunder shall be made at National Bank of Commerce, White Salmon, WA at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be November 1, 1973.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee 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 paid 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 secured to the actual and value thereof against loss or damage by both fire and whirlwind in a company acceptable to the seller and for the seller's benefit, at 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 all 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 respecting alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is written 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 entitle a seller to a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award 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 replacement 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 damage 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 commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of the 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:

- Principles general exceptions appearing in said policy form;
- Lien and encumbrances which by the terms of this contract the purchaser is to assume, or as to which the purchaser hereby agrees to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgages 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.

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(7) If seller fails to hold real estate in his or her capacity as holder under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, including in the same payments in accordance with the contract thereto, upon default, the purchaser shall have the right to make any payment necessary to recover the default, and any payments so made shall be applied to the principal next falling due after under this contract.

(8) 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, retaining any part thereof heretofore delivered subject to the following:

(9) 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.

(10) 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.

(11) 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 construed as a waiver of any subsequent default.

Servicing 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 known to the seller.

(12) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required, costs 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 given in favor of the purchaser, agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also 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,

Lynn Logan (SEAL)  
Emma A. Logan (SEAL)  
Samuel A. Windshelmer (SEAL)  
Grace E. Windshelmer (SEAL)

STATE OF WASHINGTON,

County of *King*

On this day personally appeared before me Lynn Logan and Emma A. Logan, husband and wife, to me known to be the individual 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 therein mentioned.

GIVEN under my hand and seal this 25<sup>th</sup> day of October 1973.



day of

October 1973  
Notary Public in and for the State of Washington,  
residing at

## Transamerica Title Insurance Co.

A Service of  
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	E
INDEXED	D
INDIRECT	E
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, FILED BY <i>Robert J. Schaeffer</i> OF <i>Transamerica Corp.</i> AT <i>1111 1/2 1st Avenue</i> , ON <i>October 25, 1973</i> , HAS BEEN INDEXED IN THE RECORDS OF THE NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.