

Pioneer National
Life Insurance Company
Spokane, Washington

REAL ESTATE CONTRACT

RECEIVED AND FILED, and entered into this 15th day of December, 1973
between JAMES W. GROVE and BETHEL J. GROVE, HUSBAND AND WIFE

Seller called the "seller," and DONALD L. ESSEX and BARBARA J. ESSEX
Husband and wife

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 described real estate, with the appurtenances, in Skamania County, State of Washington:

A tract of land located in the Southeast Quarter of the Southwest quarter of Section 20, Township 3 north, Range 10 east, W. M., described as follows:

Beginning at a point on the quarter section line 880 feet north from the quarter corner on the south line of said Section 20; thence west 400 feet; thence north parallel to said quarter section line to intersection with the center line of the county road known and designated as the Collins-Knapp Road; thence in a southeasterly direction following the center line of said road to intersection with the said quarter section line; thence south to the point of beginning;
EXCEPT the east 20 rods thereof.

The terms and conditions of this contract are as follows: The purchase price is **TWO Thousand Two hundred Forty and No/100** (\$ 2,240.00) Dollars, of which **Five hundred and No/100** (\$ 500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Fifty and No/100 (\$ 50.00) Dollars, or more at purchaser's option, on or before the 5th day of February, 1974,

and **Fifty and No/100** (\$ 50.00) Dollars, or more at purchaser's option, on or before the 5th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price

at the rate of 8 per cent per annum from the 21st day of December, 1973, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

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

No.

TRANSACTION ENCISE TAX

DEC 26 1973

Amount Paid 2.45
Paid to D. Russell
Skamania County Treasurer

By

December 21, 1973

As referred to in this contract, "date of closing" shall be December 21, 1973.

(1) The purchaser 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 or hereafter become 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 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 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 improvement 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 liability insurance in standard form, or a commitment thereon issued by PIONEER NATIONAL LIFE INSURANCE COMPANY, insuring the purchaser for 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:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as in which the conveyancer certifies to be in effect subject to and;
- c. Any existing contract or contracts which seller is purchasing with real estate, and any mortgage or other obligation, which seller has so contract agreed to pay, out of which for the purpose of this paragraph (5) shall be deemed defected in seller's title.

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Pioneer National
Title Insurance Company
Washington Title Division

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th day of December, 1973
between MARTIN G. GROVE and ETHEL J. GROVE, HUSBAND AND WIFE

hereinafter called the "Seller," and DONALD I. ESSEX and BARBARA J. ESSEX
husband and wife

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 described real estate, with the appurtenances, in Skamania County, State of Washington:

A tract of land located in the Southeast Quarter of the Southwest quarter of Section 20, Township 3 north, Range 10 east, W. M., described as follows:

Beginning at a point on the quarter section line 880 feet north from the quarter corner on the south line of said Section 20; thence west 495 feet; thence north parallel to said quarter section line to intersection with the center line of the county road known and designated as the Collins-Knapp Road; thence in a southeasterly direction following the center line of said road to intersection with the said quarter section line; thence south to the point of beginning; EXCEPT the east 20 rods thereof.

The terms and conditions of this contract are as follows: The purchase price is TWO THOUSAND TWO HUNDRED Forty and No/100 (\$2,200.00) Dollars, of which

FIVE HUNDRED AND NO/100 (\$500.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

FIFTY AND NO/100 (\$50.00) Dollars,

or more at purchaser's option, on or before the 5th day of February , 1974,

and FIFTY AND NO/100 (\$50.00) Dollars,

or more at purchaser's option, on or before the 5th day of each succeeding calendar month until the balance of said

purchaser's price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price

at the rate of 8 per cent per annum from the 21st day of December , 1973

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

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

No. 2274
TRANSACTION EXCISE TAX

DEC 26 1973

Vincent Prida, 244
Deed
Skamania County Treasurer

By _____

As referred to in this contract, "date of closing" shall be December 21, 1973.

(1) The purchaser covenants and agrees to pay before 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 or hereafter become 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, at his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereto 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 alteration, 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 covenants 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 paid under the seller's title to allow the purchaser to apply it 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 limb a well known 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 paid.

(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, with a commitment thereon, issued by PIONEER NATIONAL 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:

a. Printed general exceptions excepted in said policy form;

b. Liens or encumbrances while by the terms of this contract the purchaser is to examine, or as to which the conveyance hereunder is to be made void; and

c. Any existing indenture or covenants under which seller is purchasing said real estate, and any mortgages or other obligations 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.

(1) If either party to this contract fails to pay any amount due under this contract, or fails to perform any of the obligations contained herein, the other party may give written notice of such failure to the other party, which notice will be given at least ten days before the date on which such failure is to be remedied. The non-breaching party may then require the breaching party to cure such failure within ten days after receipt of such notice, unless otherwise specified.

(2) The buyer will pay all fees, taxes, insurance and payment of all previous bills and expenses by the seller prior to the date of closing, except that the buyer will pay all taxes for public use, fees of incorporation, except on the day of or after the day of closing, taxes on real estate, subject to the following:

(3) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the date of closing, and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the real estate in good repair and not to permit waste and not to use or permit the same to be used for any illegal purpose. The purchaser covenants to pay all service, installation or structural charges for water, sewer, telephone, gas, electric, and other services furnished to said real estate after the date purchased or until its possession.

(4) In case the purchaser fails to make any payment herein provided or to maintain insurance as herein required, and to do any other thing or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of six percent per annum from date of payment until repaid, shall be repayable by purchaser on seller's demand, or without prejudice to the right of the seller to sue for damages by reason of such default.

(5) In case of the breach of this contract, and it is agreed that in case the purchaser elects to sue for specific performance or to make any payment required hereunder prompt, at the time and in the manner of payment, the seller may elect to decline all the purchaser's rights hereunder terminated, and upon his doing so, all subsequent rights of the purchaser hereunder and all improvements placed upon the real estate shall be retained by the seller as compensation for the damage sustained by the seller, and the seller shall have right to re-enter and take possession of the real estate, and no cause 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 recovery of the amount due made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his address.

(6) Upon seller's election to bring suit to enforce any provision of this contract, including but not limited to a demand for specific performance, the purchaser agrees to pay a reasonable sum or attorney's fees and all costs and expenses incurred thereby, and the amount so paid shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to recover an adjudication of the termination of the purchase, the seller shall be responsible for all costs and expenses incurred thereby, and the purchaser agrees to pay a reasonable sum or attorney's fees and all costs and expenses incurred thereby, and the amount so paid 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.

STATE OF WASHINGTON,

COUNTY OF KING

On this day personally appeared before me

as is known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged their signatures to be their own and were thereunto attested.

GIVEN under my hand and official seal this

15th day of Dec 1965 at Seattle, Washington, State of Washington, in the County of King.

WITNESS: *Martin O'Groarty*

Notary Public for the State of Washington

My Commission Expires Dec 1966

76970

REGISTERED
REFUSED DIR.
REFUSED
RECORDED
COMPLETED
MAILED

STATE OF WASHINGTON / 1965
COUNTY OF KING

I HEREBY CERTIFY THAT THE WRITTEN
NOTICE PROVIDED FOR IN THE STATE OF WASHINGTON
LAW IS SERVED UPON THE FOLLOWING:
*Carole G. Fletcher
c/o Fletcher, Deardorff
1200 1st Avenue, Suite 1000
Seattle, Washington 98101*

SAC-1
[Signature]

RECEIVED
RECORDED
COMPLETED
MAILED