

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of January, 1974,

between ALBERT WEBER and FAY R. WEBER, husband and wife,

hereinafter called the "seller," and JUDITH A. WEBER, a single woman,

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:

Lots 10 and 11 of Block Three of ROSELAWN EXTENSION TO THE TOWN OF STEVENSON according to the official plat thereof on file and of record at page 65 of Book A of Plate, Records of Skamania County, Washington.

2332

No. TRANSACTION EXCISE TAX

FEB 19 1974

Amount Paid \$12,000.00

By Skamania County Treasurer

By

The terms and conditions of this contract are as follows: The purchase price is Twelve Thousand and no/100 - (\$ 12,000.00) Dollars, of which NONE - (\$ - 0 -) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchaser agrees to pay the purchase price in the sum of Twelve Thousand and no/100ths (\$12,000.00) Dollars in monthly installments of One Hundred Thirty-nine and 34/100ths (\$139.34) Dollars, or more, commencing on the 15th day of February, 1974, 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 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 P. O. Box 117, Stevenson, Washington 98648, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be January 1, 1974.

(1) The purchaser assumes 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 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 building 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 improvement, a 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 so 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 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 commitment therefor, 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:

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 to which the conveyance hereunder is to be made subject to;

c. Any existing leases or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller, her heirs, assigns, or any one of them, for the purpose of this paragraph (c) shall be deemed defects in seller's title.

