

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 26th day of July, 1974, by and between LOUIS LA RUE and MARVEL M. LA RUE, husband and wife, hereinafter called the "sellers", and GEORGE J. KOLIN and MARGARET A. KOLIN, husband and wife, hereinafter called the "purchasers", WITNESSETH:

That the sellers agree to sell to the purchasers and the purchasers agree to buy of the sellers, the following described real estate with the appurtenances thereon, situated in Skamania County, State of Washington, to-wit:

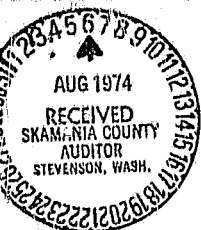
Lots 5, 6, 7, 8, 9, 10 and 11 of SUNSHINE ACRES according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, EXCEPT that portion of Lot 10 conveyed to Robert C. Prindle and Louise A. Prindle, husband and wife, by deed dated July 5, 1952, and recorded at page 302 of Book 35 of Deeds, Records of Skamania County, Washington.

ALSO, the following described tract of land in Section 11, Township 1 North, Range 5 E.W.M., adjoining Lots 10 and 11 of the said Sunshine Acres: Beginning at the southwesterly corner of Lot 12 of the said Sunshine Acres, thence S 37° 12' W 61 ft. to the initial point of the tract hereby described; thence S 24° 12' E to intersection with the easterly line of Lot 10 of the said Sunshine Acres; thence N 47° 22' W along the easterly line of the said Lot 10 to intersection with the SW corner of Lot 11 of the said Sunshine Acres; thence following the southerly line of the said Lot 11 N 37° 12' E to the initial point.

The terms and conditions of this contract are: The purchase price FIFTEEN THOUSAND DOLLARS (\$15,000.00), of which FIVE THOUSAND DOLLARS (\$5,000.00) has been paid, the receipt of which is hereby acknowledged, and the balance of TEN THOUSAND DOLLARS (\$10,000.00) shall be paid as follows: \$201.58 shall be paid on the 18th day of August, 1974, and a like amount shall be paid on the 18th day of each and every month thereafter until the whole balance of both principal and interest has been paid in full. The unpaid balance of the purchase price shall at all times bear interest at the rate of 7 3/4% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on the principal. Permission is especially granted to purchasers to make larger payments at any time, or to pay the contract in full, without penalty.

The purchasers are entitled to physical possession of the premises on the 26th of July, 1974.

The taxes for the year 1974 shall be pro-rated between the parties and purchasers agree to pay before delinquency, all other taxes and assessments which may, as between sellers and purchasers, hereafter become a lien on the real estate. Purchasers agree to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire.



Purchasers also agree to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agrees to keep the buildings and all improvements on the premises in good condition and repair, and not to permit waste; and agree not to use the premises or any part thereof for any illegal purpose.

In the event that the purchasers shall fail to make any payment hereinbefore provided, the sellers may pay such taxes or assessments and effect such insurance, and any amount so paid by the sellers shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 10% per annum until paid, without prejudice to any other rights of sellers by reason of such failure.

The purchasers agree that a full inspection of the premises has been made, with particular reference to utility services available, and hereby state that no representations whatsoever have been made to them regarding the same.

The sellers agree to provide purchasers with a standard form policy of title insurance, insuring the purchasers to the full amount of the purchase price against loss or damage by reason of defect in the title of the sellers to the real estate herein described or by reason of prior liens not assumed by the purchasers in this contract.

The sellers agree, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchasers a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except any that may accrue hereafter through any person other than the sellers.

Time is of the essence of this agreement. If the purchasers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchasers' rights

hereunder terminated, and upon their doing so, all payments made by the purchasers hereunder and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at such address as the purchasers shall indicate to the sellers in writing. No waiver by the sellers of any default on the part of the purchasers shall be construed as a waiver of any subsequent default.

Upon sellers' election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses in connection with such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

No. **2748**
TRANSACTION EXCISE TAX

AUG 6 1974

Amount Paid \$274.80

By Shamania County Treasurer

Louis La Rue
Marvel M. La Rue
(Sellers)

George J. Kolin
Margaret A. Kolin
(Purchasers)

STATE OF WASHINGTON)
County of SKAMANIA) ss.

This is to certify that on this 27 day of July, 1974, personally appeared before me, LOUIS LA RUE and MARVEL M. LA RUE, husband and wife, and GEORGE J. KOLIN and MARGARET A. KOLIN, husband and wife, to me known to be the persons named in and who executed the 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 27 day of July, 1974.

William A. Kitchhead
Notary Public in and for the State of
Washington, Commission Expires at Stevenson.