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## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

29th

August, 1974,

between

EXECUTE M. TATE, dealing with her separate property,

hereinafter called the "ciler," and

ROY B. NORTH, a single man,



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

Lot 9 and the West Half (Wh) of Lot 10 of Block Three of RIVERVIEW ADDITION TO THE TOWN OF STEVENSON according to the official plat thereof on file and of record at page 11 of Book A of Plats, Records of Skamania County, Washington; EXCEPT from said lots that portion thereof included in the right of way of the Spokane, Portland & Seattle Lailway.

The less, and conditions of this contract are as follows. The purchase price is TYE THOUSAND and NO/100 (\$ 5,000.00 ) Dollars, of which (\$100.00 ) Dollars have ONE HUNDRED and NO/100 tren 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 balance of the purchase price in the sum of Four Thousard Nine Hundred and No/100 (\$4,900.00) Dollars in monthly installments of One Hundred and No/100 (\$100.00) Dollars, or more, commencing on the 1st day of October, 1974, and on the 1st day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said month'y installments shall include interest at the rate of six percent (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 rich at any time be is not in default under the terms and conditions of this contract to pay withou, penalty any part or all of the unpaid purchase price, plus interest, then due.

Carson, Washington 98610 All payments to be made herounder shall be made at or at such other place as the seller may direct in writing

As referred to hall contract, date of closing" shall be horseember 1, 1974

- (1) The purchaser a sums and across to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter her me a ico o scale real extress and it 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 purcha e subject to, any taxes or assessments now a lien on said real estate, 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 each value thereof scalest loss or damage by both are and windstorm in a company acceptants. It the seller and for the seller's benefit, as his interest may appear, and to pay all primitims thereof and to deliver all polities and renewals thereof to
- (3) The purchaser acree 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 parelessor seller or the assigns of either be held to any covenant or agreement for alterations, improvements or reputs unless the covenant or agreement relied on is contained herein or is in writing and alt cled to and made a part of this contract.
- in writing and attached to and made a part of this context.

  (4) The purchase assumes at hazards of damas 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 to public use, and are that no such damage, destruction or taking shall constitute a failure of consideration in case any part of said real vite to taking the parties are portion of the condemn, tion award remaining after payment of reasonable expenses to property the same shall be paid to the seller and applied as payment on the purchase price herein subjects the seller decision and made 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 insurence within a teasonable expense of procuring the same shall be paid to the seller for application on the purchase price herein.

  (5) The celler has delivered or suggest to believe to the desired or restoration or textual to the seller for application on the
- portions price nervia.

  (3) 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 Tromamorko Title insurance Company, in-uring the purchaser to the full amount of said purchase price against loss or damage by ceason of defect in seller's tutle 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; and
  - is to be made subject, and Any existing contract or contracts under which seller is purchasing said real estate, and any morgage or other obligation, which seiler by this contract operes to pay, none of which for the purpose of this paragraph (5) shall be element defects in seller's title.

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(6) If refler's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any martiage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereal, and upon tolately, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made that be applied to the pay ments next falling due the seller under this contract.

(7) The seller s grees, upon receiving full payment of the purchase price and intere? In the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof bereafter taken for public urs, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

The effect of the monicipal ordinances of the Town of Stevenson, Washington, including Ordinance No. 605 imposing a sewer assessment against the real estate under search,

(8) 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 defoult hereunder. The purchaser covenants to keep 12 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 appare 12 to use or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, instaination or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchs are is entitled to possession.

(9) 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 d'audi.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or performs 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 rad estate shall be forefield: the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no walver by the seller of any default on the part of the purchaser shall be constituted as a waiver of any subsequent default.

Set we upon purchaser of any subsequent default.

Set we 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 last known to the seller.

(11) Upon selve's election to bring suit to enforce any covenant of this customer, including all to collect any payment required hereunder, the purchaser agrees to may a reasonable sum as attorney's fees and all casts and expenses in connection with such suit, which sums 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 so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all casts and expenses in connection with such suit, and also the reasonable cost of scarching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

No MUTTERS WHEREOF the purchaser have presented the termination of the late of the l

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

2806	Seather 37 Jeel (SPAL)
TRANSACTION EXCISE TAX	Sey B. Molth (SEAL)
STATE OF WASHINGTON. Americal As a company of the c	(GEAL)
On this day personally appeared before me DOSTHY	
therein mentioned.  GIVEN under my hand and official seal this 29 th	free and voluntary act and deed, for the uses and purposes that of Apondr, 1974.
of her	Notary Public in and jor the State of Washington, residing at. Stevenson, Washington.

## Transamerica Title Insurance Co



Filed for Record at Request of	INDEXES GARAGE
Address	RECORDED:
City and State.	DOMPADER 1
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