

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND executed this date between ANNA E. McDANIELS, a widow, hereinafter referred to as "Seller", and FRED J. LARUE and ELIZABETH J. LARUE, husband and wife, hereinafter referred to as "Purchaser",

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

Lots 1, 2, 3, 53, 54 and 55 of WASHOUGAL RIVERSIDE TRACTS according to the official plat thereof recorded at page 80 of Book A of Plats, Records of Skamania County, Washington;

EXCEPT that portion thereof lying northeasterly of the following described line: Beginning at a point on the northerly line of the said Lot 53 south 43° 04' West 113 feet from the most northerly corner of said Lot 53; thence parallel to the northeasterly line of said Lot 53 southeasterly through said Lot 53 and thence continuing on the same course to intersection with the south line of Section 32, Township 2 North, Range 5 E.W.M.;

AND EXCEPT that portion of said lots lying within the following described tract: Beginning at a point on the south line of the said Section 32 east 350 feet from the southwest corner of said Section; thence north at a right angle to said Section line 50 feet; thence west parallel to the south line of said Section 200 feet; thence north 75 feet; thence west parallel to the south lines of said Section 31 and Section 32, Township 2 North, Range 5 E.W.M., to a point on the west line of said Lot 1; thence along the west line of said Lot 1 south 125 feet to the south line of said Section 31; thence east along the south lines of said Sections 31 and 32 to the point of beginning of the tract excepted.

EXCEPT County Roads.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of THIRTY NINE THOUSAND FIVE HUNDRED and No/100 (\$39,500.00) Dollars, of which Purchaser has paid the Seller the sum of Thirteen Thousand Five Hundred and No/100 (\$13,500.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$26,000.00 shall be due and payable in monthly installments of TWO HUNDRED TWENTY SIX and No/100 (\$226.00), or more at Purchaser's option, commencing on January 1, 1975, and continuing on the first day of each month thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from December 1, 1974, at the rate of eight and one-half percent (8-1/2%) per annum, and such monthly installments shall be first

applied to the interest accruing from month to month, and the balance thereof credited to the principal.

2. ASSIGNMENT: Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part except with the prior written consent of the Seller.

3. INSURANCE AND TAXES: Seller warrants that the real property taxes and any assessments on the property are paid to date, and such taxes for the current year will be prorated between the parties as of the date of this contract. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Purchaser covenants at his expense to keep the insurable buildings on the property continually insured against fire and extended coverage to the full insurable value of the same with proceeds of such insurance payable to the parties in interest regarding said property according to their respective interests therein. Such policies of insurance and the renewals of the same shall be delivered to Seller. In event of any insurable loss or damage and the payment of insurance proceeds to Seller, then any sums so paid thereby shall be credited upon the unpaid balance of this contract, except in event of a partial loss the proceeds of such insurance may, at Purchaser's election, be applied to the necessary repairs occasioned by such partial loss.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property within thirty (30) days of the execution of this contract, and thereafter while this contract is otherwise performed, except that Seller reserves the right to enter the property at all reasonable times for the inspection of the same concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit no waste thereof, to keep the premises and improvements thereon in a clean and sanitary condition and in a good state of repair, and to refrain from performing any material alterations to the premises or the buildings thereon except with Seller's prior consent. Purchaser covenants to seasonably pay all charges to said premises for repairs, utilities, improvements, and otherwise, to the end that no liens for the same shall attach to said premises. In event Purchaser shall fail or neglect to make any such payments for repairs, utilities, improvements, taxes, insurance or other charges which in the opinion of Seller may attach as a lien to the premises, or if Purchaser shall fail to properly maintain or repair the premises or buildings thereon, then Seller may, at her election, make any such payments or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at her election, add the amount thereof to the unpaid balance of this contract.

Legal title to the property shall remain vested in Seller until the final payment and performance of this contract. Upon such final payment and performance of this contract Seller will

execute and deliver to Purchaser a warranty deed in statutory form conveying the legal title to the property to Purchaser as hereinabove described and otherwise free of liens or encumbrances as of the date of this contract, but Seller shall not warrant against any such liens or encumbrances incurred or suffered by Purchaser subsequent to the execution of this contract. Seller will furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made to Purchaser by registered or certified mail addressed to Purchaser at his last known mailing address.

IN WITNESS WHEREOF, the parties have executed this instrument this 18th day of November, 1974.

Anna E. McDaniels
Anna E. McDaniels

Fred J. LaRue
Fred J. LaRue

Elizabeth J. LaRue
Elizabeth J. LaRue

No. 2966
SELLER TRANSACTION EXCISE TAX PURCHASER

STATE OF WASHINGTON) NOV 19 1974

County of Clark

Amount \$22,000.00
James C. McDaniels
Skamania County Treasurer

On this day personally appeared before me ANNA E. McDANIELS, FRED J. LARUE and ELIZABETH J. LARUE, to me known to be the individuals 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 official seal this 18 day of November, 1974.

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

JEFFERSON D. MILLER
ATTORNEY AT LAW
335 N.E. 5TH AVE.

CAMAS, WASHINGTON 98607
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