

Pioneer National
Title Insurance Company

EXAMINATION TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 23rd day of December, 1974

between JOHN HILVAN RICHARDSON and VIOLET JOY RICHARDSON, husband and wife

hereinafter called the "seller," and JOHN W. FORSYTH, JR., 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
Certain real estate, with the appurtenances, in Skamania County, State of Washington:

Beginning at a point on the northerly right of way line of the county road known and designated as Railroad Avenue, said point being 804.8 feet South and 37.8 feet East of the Northeast corner of Section 11, Township 1 North, Range 5, East of the Willamette Meridian; thence North 37°22' West 166.6 feet to a water service junction; thence West 117.3 feet to intersection with the easterly line of a tract of land conveyed to Earl W. Lee by deed dated March 3, 1931, and recorded at page 30 of Book X of Leads, Records of Skamania County, Washington, said point being South 39°03' East 76.5 feet from the Northeast corner of said tract; thence south 39°03' East following the easterly line of the said tract conveyed to Earl W. Lee 203.5 feet, more or less, to the Northerly right of way line of the said Railroad Avenue; thence in a North-easterly direction along said northerly right of way line to the point of beginning.

TOGETHER with the right to take and use water from the spring located northwest of the above described real property for use at dwelling house on the above described property and property adjacent thereto sufficient for domestic and irrigation purposes, but not to exceed in quantity the capacity of a 3/4 inch pipe; and

TOGETHER with easement for pipe line therefor with right of ingress and egress to repair, replace and maintain the same; As reserved by deed dated 9-30-49, recorded 11-9-49, at page 565 of Book 32 of Deeds, Auditor's File No. 40081, Records of Skamania County, Washington;

SUBJECT to easements and rights of way for public roads, if any, over and across said real property above described.

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The terms and

ATTACHED
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 The purchase price is Seventeen Thousand Five
 (\$ 17,552.73) Dollars, of which
 (\$ 2,000.00) Dollars have
 the balance of said purchase price shall be paid as follows.
 (\$ 100.00) Dollar,
 day of January , 1975,
 (\$ 100.00) Dollars,
 day of each succeeding calendar month until the balance of said
 purchase price is paid in full.
 31st day of December , 1974,
 and the balance of each payment applied in reduction of purchase
 price.
 National Two Thousand and No/100 (\$2,000.00)
 Additional down payment, on or before

Purchaser agrees to pay an additional Two Thousand and No/100 (\$2,000.00) Dollars principal payment, as additional down payment, on or before January 1, 1976.

In the event of sale or transfer of ownership of property shown in this contract, the entire balance plus interest will be due and payable immediately upon said sale or transfer of ownership.

As referred to in this contract, "date of closing" shall be December 31, 1974

(1) The purchaser assumes and 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 a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(c) 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 wind-storm 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 either of 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 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 in 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 follows: (a) 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 replacement of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance, with payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements; and, at reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price, interest herein.

[illegible]

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