

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this FIRST day of FEBRUARY, 1975, between WALLA WALLA LIVESTOCK COMMISSION COMPANY, INC., hereinafter called the "seller", and LARRY WILLIAM PIEPER AND DARLENE ALICE PIEPER, husband and wife, hereinafter called the "purchaser".

W I T N E S S E T H :

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:

3174

That portion of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 12, Township 1 North, Range 5 E.W.M., described as follows:

Beginning at a point 611.2 feet South and 242.7 feet East of the northwest corner of the said Section 12, said point being on the southerly right of way line of Primary State Highway No. 8; thence South 27°06' East 168.2 feet; thence North 40°10' East 108.6 feet to a point located in the center of the existing county road; thence in a northwesterly direction along the center line of said county road 72.6 feet to a point on the southerly right of way line of Primary State Highway No. 8; thence westerly along the southerly right of way line of said Highway 93.6 feet to the point of beginning.

Subject to easements and rights of way for public roads over and across the real estate.

TOGETHER WITH the privilege to take such water for domestic purposes from the existing water system serving said premises as shall be required for the use and occupancy of the building now thereon, and shall be privileged to go upon the lands where said pipeline and the spring supplying the same are located for the purpose of the maintenance and repair of the same. The rights granted in this paragraph shall be limited to a three-quarter (3/4) inch pipe. It is understood that the foregoing rights are subject to the rights of other users of the same, that Grantors have no responsibility for the quality of quantity of said water or the maintenance of said water system and seller makes no warranty herein concerning the title or existence of any such water rights or easement.

no/1... day of each succeeding calendar month until the balance is paid.

The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of nine and one half (9 1/2%) percent per annum from the 1st day of January 1975, which interest shall be

deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made to Wes Colley, Route #1, Walla Walla, Washington 99362 or at such other place or person as the seller corporation may direct in writing.

As referred to in this contract, "date of closing" shall be February 1, 1975. Seller shall continue to make payments on the mortgage to River-view County Savings and Loan Association as same become due.

(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. Real property taxes shall be prorated as of January 1, 1975 on the property.

(2) 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 windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefore 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 or the assigns of either 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 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 no 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 payment on 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 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 agrees to deliver 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; and liens or encumbrances which seller is to pay hereafter;
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title; and;
- d. In the event that the real property is not so insurable, seller's sole liability to purchaser shall be to refund all payments made by purchaser to seller.

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

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following: easements and rights of way for public roads over and across the real estate.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on January 1, 1975 and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the 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 pay all service, installation or construction charges for water, sewer, electricity, gas and other utility services furnished to said real estate after the date purchaser 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 12% per annum thereon from date of payment until repaid, shall be recoverable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

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

Service 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 seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs 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 entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching 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.

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

SELLER:

WALLA WALLA LIVESTOCK COMMISSION
COMPANY, INC.

PURCHASER:

Larry William Pienor
Larry William Pienor

By *Wesley E. Collev*
Wesley E. Collev, President

Attest:

Darlene Alice Pienor
Darlene Alice Pienor

Murray E. Taggart
Murray E. Taggart, Secretary

STATE OF WASHINGTON

County of Walla Walla

ss.

On this 24th day of January, 1975, personally appeared Wesley E. Collev and Murray E. Taggart, to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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