

## REAL ESTATE CONTRACT

For Unimproved Property  
as of this

THIS CONTRACT, made this 1st day of August, 1975

between

Woodard Marina Estates, Inc.

hereinafter called the "seller" and

Linnard Simpkins and/or Velma I. Simpkins

hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Lot 5, Block 2, WOODARD MARINA ESTATES

Free of incumbrances, except. None

3508

No. TRANSACTION EXCISE TAX

SEP. 4 1975

Amount Paid \$45.00

Linnard Simpkins and/or Velma I. Simpkins

Shamania County Treasurer

By [Signature]

On the following terms and conditions: The purchase price is Four Thousand Five Hundred and no/100----- (\$ 4,500.00 ) dollars, of which Four Hundred Fifty and no/100----- (\$ 450.00 ) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Three Hundred and no/100----- (\$ 300.00 ) Dollars, or more at purchaser's option, on or before the 1st day of October 1975 and Three Hundred and no/100----- (\$ 300.00 ) Dollars, or more at purchaser's option, on or before the 1st day of each then succeeding month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the rate of 9 per cent per annum from the 1st day of August 1975, which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at The First State Bank of Oregon, P.O. Box 22085, Milwaukee, Oregon 97222 or at such other place, as the seller may direct in writing.

Purchaser shall pay all costs of title insurance, etc., and seller shall be obligated to pay legal fees for preparation of documents, Washington State Excise Tax, and opening escrow charges only.

The purchaser may enter into possession Immediately

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

