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## REAL ESTATE CONTRACT

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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 selles 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



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Statistics County Treasurer
By Research

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 per taining 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 granter 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 faintee.

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

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deliver to the parchaser a Statutory Warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declar all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights hereunder terminated. payments m liquidated d the seller af purchaser's such action,

payments made hereunder, and liquidated damages, and the sellet he seller after such forfeiture sepurchaser's rights hereunder, the such action, together with all constitutions.	or shall have the r hall commence an purchaser agrees its and a reasonab	ight to re-enter and take action to procure an adju- to pay the expense of se-	s shall be forfeited to possession of the pro udication of the term trohing the title for the	o the seller as operty; and if mation of the he purpose of
Service upon purchaser of ination of purchaser's rights of quested, directed to the purchaser in Witness Whereof the par	all demands, not by the made by U	tices or other papers wit nited States Mail, pos	jake pre-paid, retui	in receipt re-
		MARINA ESTATES		Sel:
	11/2		· INC.	(Seal)
	R.	Whipk		Purci (Scal)
STATE OF WASHINGTON COUNTY OF KING	) ss	224 - 244 / L		
On this day of a Notary Public in an and sworn, personally the President of Wood executed the foregoingment to be the free ar for the uses and purpothey were authorized to	appeared pard Marina g instrument d voluntar pses thereis to execute	avid E. Krattor Estates, Inc. t, and acknowle y act and deed n mentioned, an the said instru	to me known the corporatedged the said of said corporated on oath standard	to be ion that d instru- pration, ited that
Witness my hand nod first above written.	official s	eal herete aff	red the day	and year
STATE OF WASHINGTON.		Notary Publi	In and for	fleen.
	A. O.	of Washington Residing at		tue Stake
County of ALTER	7	wesiding at	*****	4
On this day personally appeared	before me	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		
to me known to be the individual	described in a	nd who executed the will be the second of th	nd voluntary act and	deed, for the
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A Service of Fransamerica Corporation	men.alics OA
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