

B1709

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 16th day of March, 1974
between HUSTON K. DILLON and LAURETTA B. DILLON, husband and wife,
hereinafter called the "seller," and ROBERT PEPPERLING and JEAN PEPPERLING, husband and
wife,
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
described real estate, with the appurtenances, in Skamania County, State of Washington:

A tract of land located in the South One-half of the Northwest
One-Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 23, Township 3 North, Range 8
E.W.M., more particularly described as follows: That portion
of the N 350 ft. of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 23, T3N, R8
E.W.M. lying easterly of the county road known and designated
Berge Road (Co. Rd. No. 3036), containing 6 $\frac{1}{2}$ acres, more or less.
TOGETHER with an easement over and across the grantors' property
for a water transmission line from grantors' existing water system
to the grantees' property line, sufficient to lay a 2" water line
along with the right to maintain the same; AND, TOGETHER with the
right to the use of water from grantors' existing water system for
domestic purposes. SUBJECT to easements and rights of way for
county roads thereon.

The terms and conditions of this contract are as follows: The purchase price is SIX THOUSAND FIVE HUNDRED
and no/100----- (\$ 6,500.00) Dollars, of which
ONE THOUSAND and no/100----- (\$ 1,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
\$75.00 per month, the first of said payments to fall due on the
5th day of April, 1974, and like payments thereafter on the 5th
day of each and every month until the entire balance has been
paid in full. The unpaid purchase price to bear no interest.

The purchasers shall be entitled to a deed release of one (1) acre
of ground to be selected by purchasers upon receipt of the downpayment
by the sellers from the purchasers.

All payments to be made hereunder shall be made at
or at such other place as the seller may direct in writing.
As referred to in this contract, "date of closing" shall be

No. 3831
TRANSACTION EXCISE TAX

FEB 16 1975

Amount Paid \$6,500.00
By Skamania County Treasurer
By [Signature]

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at any time 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.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter located on said real estate
insured to the actual cash value thereof against loss or damage by both fire and wind-torn 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 seller or the assigns of either be held to
any covenant or agree, in any 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 hazard 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 restora-
tion 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 in the
purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

(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 payment 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:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing 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, garbage or 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 10% per annum thereon from date of payment until repaid, shall be repayable 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 herein have executed this instrument as of the date first written above.

Huston K. Dillon (SEAL)
 Lauretta B. Dillon (SEAL)
 Robert Pepperling (SEAL)
 Jean Pepperling (SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me HUSTON K. DILLON and LAURETTA B. DILLON, husband and wife, and ROBERT PEPPERLING and JEAN PEPPERLING, husband and wife, 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.

Witness my hand and official seal this

16th day of March, 1974.

Notary Public in and for the State of Washington,

residing at Stevenson



TRANSAMERICA TITLE
 INSURANCE COMPANY OF WASHINGTON

81709

Filed for Record at Request of

Name

Address

City and State

REGISTERED	2
INDEXED, DIS	5
IMPERFECT	
RECORDED	
COMPILED	
VALED	

MINISTERIAL RESERVE FOR RECORDER'S USE	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
OK. [Signature]	
AT 11:00 A.M.	2-10-1974
WAS RECORDED IN BOOK 70	
ON 2-10-1974 AT PAGE 425	
RECORDS OF SKAMANIA COUNTY, WASH.	
[Signature]	
COUNTY AUDITOR	