

REAL ESTATE CONTRACT

This contract is made and entered into by and between William J. Wineberg individually and as executor of the Estate of Janet R. Wineberg, deceased, pursuant to an order confirming sale of real property by negotiation entered in the said estate Probate Cause No. 17518 in the Clark County Superior Court on February 14, 1975, herein called the seller, and Kenneth A. Jones and Terri L. Jones, husband and wife, herein called the buyers.

It is mutually agreed as follows:

1. The seller agrees to sell to the buyers, and the buyers agree to purchase from the seller, all in accordance with the terms of this contract, the following described real estate situated in Skamania County, Washington, to-wit:

Parcel No. 16 (part):

The North half of the South half of the Northeast Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 6 East, W.M., EXCEPT TO: Easements for road and utility purposes over the Westerly 30 feet thereof; and

The North half of the Northeast Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 6 East, W.M., EXCEPT the north 300 feet thereof, SUBJECT TO: Easements for road and utility purposes over the Westerly 30 feet thereof.

2. The buyers promise to pay to the seller as the purchase price of the property described above the sum of Eleven Thousand Nine Hundred (\$11,900.00) Dollars to be paid as follows:

a. The sum of One Thousand (\$1,000.00) Dollars is paid herewith and receipt thereof is hereby acknowledged.

b. The unpaid balance of the purchase price, i.e., the sum of Ten Thousand Nine Hundred (\$10,900.00) Dollars shall be paid in monthly installments of One Hundred and Ten (\$110.00) Dollars or more each month beginning one month after the date of this contract and continuing monthly thereafter until the entire balance of the purchase price is paid.

c. The diminishing balance of the purchase price shall bear interest from the date of this contract at the rate of eight (8%) percent per



annum. Each payment made upon this contract shall be applied first to interest accrued and then to the balance of the purchase price.

d. The buyers may make additional payments on the purchase price in any amount at any time without penalty.

3. The buyers agree to pay before delinquency all taxes and assessments of every kind and nature that may hereafter become a lien upon the real estate described above. Taxes and assessments for 1975 shall be pro-rated as of the date of this contract.

4. The property herewith sold is unimproved. The buyers assume all the hazards of damage to or destruction of any of the property subject to this contract and also of the taking of such property or any part thereof for public use, and no such damage, destruction or taking shall constitute a failure of consideration on the part of the seller. The buyers may make improvements upon such real property, but in the event any improvements are made or any work is done on the property, the buyers shall promptly pay the costs thereof and shall allow no liens to accrue against the property from any source whatsoever. The buyers shall be entitled to possession of such real property immediately and shall be entitled to remain in possession during all times while this contract is maintained in good standing.

5. Neither this contract nor any part thereof, nor any interest in the property covered by this contract, may be sold, mortgaged, pledged, assigned or transferred by the buyers, either voluntarily or by operation of law, without the written consent of the seller; provided, however, that this contract shall be binding upon the heirs, legatees and personal representatives of the parties.

6. Time is the essence of this contract. In the event the buyers fail to make any payment provided for in this contract at the time the same shall fall due as herein provided, or within 30 days thereafter, or in the event the buyers fail to perform any other covenant or agreement contained in this contract when due or within 10 days after notice of default in such performance, the seller may declare a forfeiture and cancellation of this contract, and thereupon all rights of the buyers under this contract shall end, and all payments theretofore made by the buyers shall be retained by the seller as liquidated damages. In

the alternative, the seller may bring action on any intermediate overdue payment; and no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the seller of any default on the part of the buyers shall be construed as a waiver of any subsequent default.

7. In the event the seller brings suit or action to enforce forfeiture of this contract, or to collect any overdue payment provided for herein, or to enforce any other covenant, stipulation or agreement contained herein, the buyers agree to pay the costs and expenses of such suit or action, including a reasonable attorney's fee in both trial and appellate courts.

8. The seller agrees that he will, at his own expense, procure and deliver to the buyers a purchaser's policy of title insurance insuring the seller's title as of the date of this contract. The seller further agrees that he will promptly pay the excise tax upon this sale. Upon full compliance by the buyers with the terms of this contract, the seller will execute and deliver to the buyers a warranty deed to the real estate described above, warranting the seller's title as of the date of this contract, but not warranting against any liens or encumbrances incurred or suffered subsequent to the date of this contract.

Dated this 20 day of March, 1975.

3902

No. 3902
TRANSACTION EXCISE TAX

MAR 10 1976

Amount Paid \$12.00 12.00 Buyers: Kenneth A. Jones

By William J. Wineberg 12.00
Blaine County Treasurer

Seller:

William J. Wineberg
William J. Wineberg, individually and
as Executor of the Estate of Janet R.
Wineberg, deceased.

Kenneth A. Jones

Terri L. Jones

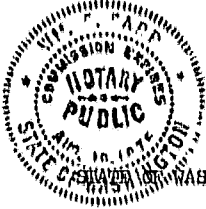
STATE OF WASHINGTON)

County of Clark)

On this day before me personally appeared William J. Wineberg, the executor of the Estate of Janet R. Wineberg, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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1975.

WITNESS My hand and notarial seal this 20 day of March,

SHAWA WASHINGTON)

County of Clark) ss

John E. Smith
 Notary Public in and for the State of
 Washington, residing at Vancouver.

On this day before me personally appeared Kenneth A. Jones and Terri L. Jones, husband and wife, to me known to be the same persons named in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

1975.

WITNESS My hand and notarial seal this 20 day of March,

John E. Smith
 Notary Public in and for the State of
 Washington, residing at Vancouver.

Unofficial Copy