

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 16th day of June, 1976, between
 H. ROBERT COLE and HELEN R. COLE, husband and wife, hereinafter called the "seller" and
 DARWIN E. BRUNER and FERN E. BRUNER, hereinafter called the "purchaser,"
 husband and wife,
 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:

Lots 8 and 10 of WHISPERING HILLS RIVER ESTATES according to the
 official plat thereof on file and of record at page 130 of Book
 A of Plats, Records of Skamania County, Washington.

Free of incumbrances, except: Reservations and restrictive covenants prohibiting pol-
 lution of the waters of the Washougal River as more
 particularly set forth in a deed dated August 5, 1944,
 and recorded September 6, 1944, at page 183 of Book 30
 of Deeds, under Auditor's File No. 33574, Records of Skamania County, Washington.

On the following terms and conditions: The purchase price is THIRTEEN THOUSAND SEVEN HUNDRED
 FIFTY and NO/100 ----- (\$ 13,750.00) dollars, of which
 ONE THOUSAND TWO HUNDRED FIFTY and NO/100 ----- (\$ 1,250.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum
 of Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars in month-
 ly installments of One Hundred Twenty-Three and 10/100 (\$123.10) Dollars,
 or more, commencing on the 16th day of July, 1976, and on the 16th day of
 each and every month thereafter until the full amount of the purchase
 price together with interest shall have been paid. The said monthly in-
 stallments shall include interest at the rate of eight and one-half per-
 cent (8½%) per annum computed upon the monthly balances of the unpaid pur-
 chase price, and shall be applied first to interest and then to principal.
 The purchasers reserve the right at any time they are not in default under
 the terms and conditions of this contract to pay without penalty any part
 or all of the unpaid purchase price, plus interest, then due.

The purchaser may enter into possession June 16, 1976.

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 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, sell, or agree 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

deliver to the purchaser a **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.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy insuring the title to said property with liability the same as the above purchase price, free of incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

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 declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

H. Robert Cole (Seal)
Helen R. Cole (Seal)
Darwin E. and John E. Brunen (Seal)
John E. Brunen (Seal)

4087

No. **TRANSACTION EXCISE TAX**

JUN 24 1976
 Amount Paid **137.50**
 By *Darwin E. Brunen*
 Skamania County Treasurer



STATE OF WASHINGTON,

County of **Klickitat**

On this day personally appeared before me **H. ROBERT COLE and HELEN R. COLE, his 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.

GIVEN under my hand and official seal this **23rd** day of June, 1976.



Robert H. Cole
 Notary Public in and for the State of Washington,
 residing at *Lytle, Ore.*

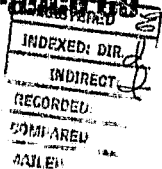
Transamerica Title Insurance Co.



A Service of
 Transamerica Corporation

Filed for Record at Request of

Name **Darwin E. and John E. Brunen**
 Address **10339 N.E. Rescott St.**
 City and State **Portland, Ore. 97220**



STATE OF WASHINGTON	
COURT PAGE RESERVED FOR RECORDER'S USE	
I HEREBY CERTIFY THAT THIS INSTRUMENT OF WRITING FILED BY <i>Darwin E. Brunen</i> ON <i>10339 N.E. Rescott St.</i> AT <i>10339 N.E. Rescott St.</i> WAS RECORDED IN BOOK <i>71</i> AT PAGE <i>141</i> SKAMANIA COUNTY, WASH. COUNTY AUDITOR <i>E. M. Jackson</i>	