

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 16th day of December, 1977,
between **JACK SPRING and MELBA E. SPRING, husband and wife,**

hereinafter called the "seller," and

ROBERT W. GLAESER and JUELEENA GLAESER,
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 Shamania County, State of Washington:

The North Half of the Northeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 32, Township 2 North, Range 6 E. W. M.; EXCEPT the east 75' feet thereof.

TOGETHER WITH a non-exclusive easement and right of way 30 feet in width for access and for utilities over the existing road connecting with County Road No. 1010 designated as the Franz Road.

The terms and conditions of this contract are as follows: The purchase price is EIGHT THOUSAND and 80/100 - -
(\$ 8,000.00) Dollars, of which
42.20 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Seven Thousand Nine Hundred Fifty-Seven and 80/100 (\$7,957.80) Dollars in monthly installments of Seventy-six and 46/100 (\$76.46) Dollars, or more, commencing on the 16th day of January, 1978, 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 installments shall include interest at the rate of eight per-cent (8%) per annum computed upon the monthly balances of the unpaid purchase 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. This contract shall not be assigned without the express written consent of the sellers and any purported assignment thereof without such consent shall be null and void.

All payments to be made hereunder shall be made at R Duncan Creek Road - Skansen, Wash. 95649
or at such other place as the seller may direct in writing.
As referred to in this contract, "date of closing" shall be December 16, 1977.

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied against and payable by the seller and the purchaser has assumed payment of any mortgage, contract or other indebtedness, or has assumed payment of or agreed to pay any amount to any lender or assignee, now a lien on and maturing at the date of closing, against the real estate hereunder.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the boundaries now and hereafter placed on said real estate map or maps, and to defend the same, and to defend the title and ownership in a complete and absolute manner to the seller and for the benefit of the seller, and to pay all expenses therefor and to defend all parties and persons thereof.

(3) The purchaser agrees to defend the title and ownership in a complete and absolute manner to the seller and for the benefit of the seller, and to pay all expenses therefor and to defend all parties and persons thereof.

(4) The purchaser agrees to defend the title and ownership in a complete and absolute manner to the seller and for the benefit of the seller, and to pay all expenses therefor and to defend all parties and persons thereof.

(5) The purchaser agrees to defend the title and ownership in a complete and absolute manner to the seller and for the benefit of the seller, and to pay all expenses therefor and to defend all parties and persons thereof.

(6) The purchaser agrees to defend the title and ownership in a complete and absolute manner to the seller and for the benefit of the seller, and to pay all expenses therefor and to defend all parties and persons thereof.

(7) The purchaser agrees to defend the title and ownership in a complete and absolute manner to the seller and for the benefit of the seller, and to pay all expenses therefor and to defend all parties and persons thereof.

(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 payments 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:

(a) General taxes payable in 1978 and any taxes or assessments which may hereafter be levied against the above described real property pursuant to RCW 84.34; and

(b) Easements and rights of way of record.

(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 so 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 hereto have executed this instrument as of the date first written above.

Jack Spring (SEAL)
Melba E. Spring (SEAL)
 (SEAL)
 (SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me **JACK SPRING and MELBA E. SPRING, husband and wife,** to me known to be the individual **S** 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

day of December, 1977.

Robert J. Salverau
 Notary Public in and for the State of Washington,

residing at Stevenson therein.

Transamerica Title Insurance Co

Transamerica
 A Service of
 Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

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COUNTY OF SKAMANIA COUNTY, WASH	
COUNTY AUDITOR	