

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00), of which the sum of SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00) has been paid down as earnest money herein and the balance of said down payment in the sum of NINE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$925.00), making a total down payment of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) which shall be payable on February 10, 1978, and the balance thereafter February 10, 1978, to-wit, the sum of SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00) shall be payable by Purchasers unto Sellers at the rate of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per month, including interest at the rate of seven and one-half percent (7½%) per annum on the unpaid deferred diminishing balances; and that the first monthly payment shall commence on March 10, 1978, and continue on a monthly basis thereafter until the entire principal and interest shall have been paid in full.

Sellers herein grant the Purchasers the right to accelerate any payments of the principal or interest hereunder.

Purchasers shall be entitled to immediate possession of the premises.

Sellers agree to provide Purchasers with a policy of title insurance in the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00).

The parties hereto agree to execute coincident herewith appropriate escrow instructions with the Rainier National Bank, White Salmon Branch, White Salmon, Washington, for the purpose of collection of disbursement and escrow of the balance of the payments hereinabove specified to be made to the Sellers.

Sellers agree that upon full payment of said purchase price in the manner hereinbefore specified, they will deliver to the purchasers a good and sufficient warranty deed of said described premises.

The parties hereto understand and agree that any improvements made by the Purchasers unto said premises shall become the property of the Sellers in the event of default of Purchasers; and any improvements made by Purchasers shall constitute fixtures and shall not be removed in event of default.

This contract shall not be assignable by the Purchasers without the consent of the Sellers in writing and attached hereto.

Purchasers agree to pay before delinquency all taxes and assessments that as may between Purchasers and Sellers hereafter become a lien on said premises; however, it is further agreed that Sellers shall pay all 1977 taxes and Purchasers shall pay taxes commencing January 1, 1978.

The Purchasers shall assume all hazards or damage to or destruction of any improvements now on said land or

hereafter to be placed thereon and of the taking of said premises or any part thereof for public use.

Time is of the essence of this contract. In case the Purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall become due as hereinbefore provided or promptly to perform any covenant or agreement aforesaid, the Sellers may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the Purchasers hereunder shall be retained by the Sellers in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

Michael C. Denton
8504 Lemon Avenue
LaMesa, California 92041

Richard C. and Victoria T. Eslinger
4949 Binns Hill
Hood River, Oregon 97031

or at such other address as the Purchasers will indicate to the Sellers in writing.

The Purchasers agree that full inspection of the described premises has been made and that neither the Sellers nor assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the

covenant to be relied upon be in writing and attached to and made a part of this contract as hereinbefore provided.

In case the Purchasers shall fail to make any payment hereinbefore provided by the Purchasers to be made, the Sellers may make such payment and any amount so paid by the Sellers, together with interest thereon from the date of payment until repaid at the rate of seven and one-half percent (7½%) per annum shall be repayable by the Purchasers on demand without prejudice to any other right the Sellers might have by reason of such default.

In the event that action or suit be brought in the contract by the Sellers against the Purchasers to enforce any covenant herein or for payment of installments or otherwise, the Purchasers herein agree to stand all costs of court and such fees as the court may adjudge as reasonable attorney's fees herein.

This indenture shall be binding upon the heirs, assigns, successors and personal representatives of the parties hereto as if they were made a party thereof.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals the day and year first above written.

SELLERS:

PURCHASERS:

W. H. H. H. H.
W. H. H. H. H.

Richard C. Esling

Walter L. Esling

Michael C. Esling

STATE OF WASHINGTON)
) ss.
 County of Klickitat)

On this day personally appeared before me PETE H. GROVE and AVA E. GROVE, 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.

GIVEN under my hand and official seal this 31 day of January, 1978.

Notary Public for the State of Washington
 Residing at White Salmon

STATE OF WASHINGTON)
) ss.
 County of Klickitat)

On this day personally appeared before me RICHARD E. ESLINGER and VICTORIA T. ESLINGER, 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.

GIVEN under my hand and official seal this 31st day of January, 1978.

Notary Public for the State of Washington
 Residing at White Salmon

STATE OF CALIFORNIA)
) ss.
 County of _____)

On this day personally appeared before me MICHAEL C. DENTON, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 1978.

Notary Public for the State of California
 Residing at: 1297 West Main Street

Page 6. REAL ESTATE CONTRACT OF SALE

