

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 10 day of May, 1978,

between ROBERT R. CARLSON and SANDRA L. CARLSON, husband and wife,

hereinafter called the "seller," and PAUL G. ROBINSON and DENISE ROBINSON,  
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

Lot 2 of ROBERT R. CARLSON'S SHORT PLAT recorded under Skamania County Auditor's File No. 85987 in Book 2 of Short Plats at page 36, records of Skamania County, State of Washington, as more particularly on the attached Schedule "A".  
described

5809

The terms and conditions of this contract are as follows: The purchase price Eight Thousand and No/100

Two Thousand Five Hundred and No/100 \$ 2,500.00 Dollars, of which

has been paid, the receipt whereof is hereby acknowledged and the balance of the purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Five Thousand Five Hundred and No/100 (\$5,500.00) Dollars in monthly installments of One Hundred Twenty-five and No/100 (\$125.00) or more, commencing on the 3rd day of May, 1978, and on the 3rd 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 six percent (6%) 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.

Riverview Savings Association  
Stevenson, Washington 98644

May 10, 1978

The purchaser agrees to pay the purchase price in full, will deliver an owner's title insurance policy to the seller, and will pay the cost of the title insurance policy.

The purchaser agrees to pay the purchase price in full, will deliver an owner's title insurance policy to the seller, and will pay the cost of the title insurance policy.

The purchaser agrees to pay the purchase price in full, will deliver an owner's title insurance policy to the seller, and will pay the cost of the title insurance policy.

The purchaser agrees to pay the purchase price in full, will deliver an owner's title insurance policy to the seller, and will pay the cost of the title insurance policy.

on payment of the purchase price in full, will deliver an owner's

The purchaser agrees to pay the purchase price in full, will deliver an owner's title insurance policy to the seller, and will pay the cost of the title insurance policy.

The purchaser agrees to pay the purchase price in full, will deliver an owner's title insurance policy to the seller, and will pay the cost of the title insurance policy.

The purchaser agrees to pay the purchase price in full, will deliver an owner's title insurance policy to the seller, and will pay the cost of the title insurance policy.



(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 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 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.



Robert R. Carlson (SEA.)  
 Sandra L. Carlson (SEAL)  
 Notary Public in and for the State of Washington (SEA.)  
 residing at Carson, Wa. (SEAL)

STATE OF WASHINGTON,

County of SKAMANIA

On this day personally appeared before me ROBERT R. CARLSON and SANDRA L. CARLSON, 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 16th

day of April, 1978

Jeri Hayford

Notary Public in and for the State of Washington,

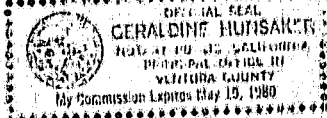
residing at Carson, Wa.

STATE OF CALIFORNIA )

County of Ventura )

On this day personally appeared before me PAUL G. ROBINSON and DENISE ROBINSON, 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 10 day of May, 1978.



NOTARY PUBLIC in and for the State of California, residing at 1731 Foothill, Ojai.

## SCHEDULE "A"

## LOT 2

A tract of land in the East Half of Section 15, Township 4 North, Range 7 E.W.M., lying northerly of the Wind River Highway and more particularly described as follows:

Beginning at a point south  $0^{\circ}22'$  West 2,030.1 feet from the Section corner common to Sections 10, 11, 14 and 15 of said Township and Range, said point being marked by an iron pipe on the Westerly right of way line of the County Road known and designated as the Leete Road; thence West 450 feet to an iron pipe; thence south  $16^{\circ}45'$  East 1,283.1 feet to an iron pipe set in the northerly right of way line of the Wind River Highway said point being the true point of beginning; thence south  $57^{\circ}09'$  east along the northerly right of way line of said highway 118.5 feet to an iron pipe set at the intersection of the northerly right of way line of said highway and the westerly right of way line of the Leete Road; thence northerly along the westerly right of way line of the Leete Road 574.4 feet; thence west at right angles to the westerly line of Leete Road to a line drawn north  $15^{\circ}45'$  west from the true point of beginning; thence south  $15^{\circ}45'$  east to the true point of beginning.

Said tract containing 2 acres, more or less.