



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 28th day of September, 1978, between ELTON D. NEAD and PATRICIA LUE NEAD, husband and wife, hereinafter called the "seller", and GREGORY HUTCHINS and SUSAN HUTCHINS, 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:

A tract of land in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township 3 North, Range 7 E.W.M., described as follows: Beginning at a point 40 chains North and 25 chains West of the Southeast corner of the said Section 25; thence West 15 chains; thence South 20 chains; thence East 15 chains; thence North 20 chains to the point of beginning; EXCEPT that portion thereof lying Westerly of Yanaka Creek Road and Baker Spur Road.

All that portion of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of the said Section 25 lying Easterly of Yanaka Creek Road EXCEPT the following described tract; Beginning at the Southeast corner of the Southwest Quarter of the Southeast Quarter of the said Section 25; thence West 249 feet; thence North 19°31' West 150 feet; thence East 299 feet; thence South 141 feet to the point of beginning.

ALSO EXCEPT that portion deeded to Dowanta Hot Springs, Inc., an Idaho corporation, recorded June 19, 1975, in Book 69, page 79, Skamania County Deed Records.

ALSO EXCEPT that portion deeded to Robert L. Thompson and Dd Rae Thompson, husband and wife, recorded May 3, 1973 in Book 65, page 191, Skamania County Deed Records.

ALSO EXCEPT county road right of ways.

ALSO EXCEPT a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines.

The terms and conditions of this contract are as follows: The purchase price is Sixty Thousand and No/100 (\$60,000.00) Dollars of which Five Thousand and No/100 (\$5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of Fifty-five Thousand and No/100 (\$55,000.00) Dollars in monthly installments of Three Hundred Ninety and 66/100 (\$390.66) Dollars or more, commencing on the 1st day of November, 1978, and on the 1st day of each and every month thereafter until the balance of the purchase price shall have been paid. The said monthly installments shall include interest at the rate of eight (8%) percent per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal.

All payments to be made hereunder shall be made at Downey State Bank, c/o Elton & Patricia Nead Downey, Idaho, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be September 28, 1978.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by First American Title Insurance Company of Skamania County, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject.

(6) 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:

NONE

(7) 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.

(8) 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.

(9) 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 to his address last known to the seller.

(10) 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.



Elton D. Nead
Elton D. Nead
Patricia Lue Nead
Gregory Hutchins
Susan Hutchins

STATE OF WASHINGTON)

County of SKAMANIA)

On this day personally appeared before me ELTON D. NEAD and PATRICIA LUE NEAD, 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 28th day of September 1978.

Bernard H. Hearn
 NOTARY PUBLIC in and for the
 State of Washington
 residing at Skamania.

STATE OF WASHINGTON)

County of SKAMANIA)

On this day personally appeared before me GREGORY HUTCHINS and SUSAN HUTCHINS, 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 28th day of September 1978.

Bernard H. Hearn
 NOTARY PUBLIC in and for the
 State of Washington
 residing at Skamania.

6173

TRANSACTION EXCISE TAX

SEP 29 1978

Real Estate Contract - Amount Paid \$ 600.00
 Page Four

Skamania County Treasurer
 By [Signature]