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REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 27 day of November, 1979

between Leo Ehnert and Dianne J. Ehnert, husband and wife

hereinafter called the "seller," and Everette E. Newton, a single man

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 Shawnania County State of Washington:

Lot 17, Block 9, Plat of Relocated North Somerville recorded in Book 2 of Plats, Page 14, under Shawnania County File No. 83466 also recorded in Book 2 of Plats, Page 37, under Shawnania County File No. 84429, Records of Shawnania County, Washington.

Reserving to the United States of America the right to grant easements and grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s) if any, as shown on said recorded plats.

The terms and conditions of this contract are as follows. The purchase price is SEVENTY TWO THOUSAND AND NO/100---- ($ 72,000.00) Dollars, of which SEVEN THOUSAND AND NO/100---- ($ 7,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged and the balance of said purchase price shall be paid as follows:

FOUR HUNDRED SIXTY FOUR AND 49/100---- ($ 464.49) Dollars or more at purchaser's option, on or before the 1st day of December, 19 79, and FOUR HUNDRED SIXTY FOUR AND 49/100---- ($ 464.49) Dollars or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser hereby agrees to pay interest on the outstanding balance of said purchase price at the rate of 12% per cent per annum from the 1st day of December, 19 79, which interest shall be payable monthly on the 1st day of each month until the balance of such principal and interest is fully paid, except that any payment made by the purchaser may be applied by the seller to any delinquent payments owing hereunder before such payment is applied to interest or principal. All payments to be made hereunder shall be made at EVERGREEN SAVINGS ASSOCIATION, Evergreen, Washington, or at such other place as the seller may direct in writing.

Anything herein to the contrary notwithstanding the full purchase price and interest due and owing thereon shall be fully paid and payable on or before December 1, 1984.

The purchaser agrees to pay all Property Taxes hereafter and promptly and provide proof of payment to seller.

Seller agrees to install TV antenna with three outlets, range hood in garage, and finish wood siding in gables with materials furnished by buyer.

As referred to in this contract, "date of closing" shall be December 1, 1979

(1) The purchaser assumes and agrees to pay before delinquent all taxes and assessments a lien that may as between grantor and grantee hereafter become a lien on said real estate; and in the event the property hereby sold or any part thereof, the purchaser has assumed payment of any tax, contract or other encumbrance, or has agreed to pay part of or assume payment of any tax, or assessments now a lien on said real estate, the purchaser agrees to pay the same in due course of performance.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured in the actual cash value thereof against loss or damage by fire, and said insurance is to be payable to the seller and to 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 agents shall be held to any covenant respecting the condition of any improvements thereon; nor shall the purchaser rely on the seller or his agents or others to make any improvements or repairs, except as herein expressly agreed to be made. No covenant or agreement relied on is contained herein or in any collateral agreement unless in writing and made a part of this contract.

(4) The purchaser agrees all hazards or risk are to be determined of any improvements now on said real estate or hereafter placed thereon, and that the failure of said purchaser to pay the taxes, assessments and insurance premiums as herein agreed shall constitute a failure of consideration. In case any part of said real estate be taken for public use, the portion of the award equal to the unpaid principal balance of the purchase price hereof, together with interest thereon, shall be paid to the seller and applied on account of the purchase price hereof, unless the seller elects to allow the purchaser to apply all or a portion of such compensation award to the rebuilding or restoration of any of the improvements damaged by such taking. In case of damage to said real estate, the proceeds of such insurance remaining after payment of the reasonable expense of securing the same shall be paid to the seller on account of the purchase price hereof, unless the seller elects to allow the purchaser to apply all or a portion of such insurance award to the rebuilding or restoration of any of the improvements damaged by such casualty. In case of damage to said real estate, the proceeds of such insurance remaining after payment of the reasonable expense of securing the same shall be paid to the seller on account of the purchase price hereof, unless the seller elects to allow the purchaser to apply all or a portion of such insurance award to the rebuilding or restoration of any of the improvements damaged by such casualty. Within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller on account of the purchase price hereof.

(5) The seller has delivered, or will deliver within 21 days of the date of closing, a purchaser's policy of title insurance in standard form, or a current report thereon, issued by Pine American Title Insurance Company, showing the purchaser's title in accordance with and conforming to this real estate contract, subject only to the following:

a. Printed general exceptions appearing in said policy form.

b. Liens or encumbrances which by the terms of this contract the purchaser has assumed, or to which the conveyance hereunder is to be made subject, and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation which seller by the contract agrees to pay, none of which, for the purpose of this paragraph (5), shall be deemed defects in seller's title.

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(c) 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 credited to the payments next falling due the seller under this contract.

(d) 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:

Easements and restrictions of record.

(e) 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.

(f) In case the purchaser fails to make any payment herein provided or to perform any covenant, or herein contained, the seller may make such payment or effect such performance, and any amounts so paid by the seller, together with interest at the rate of 10 per cent per annum from date of payment until repaid, shall be repayable by purchaser to seller on demand, all without prejudice to any other rights the seller might have by reason of such default.

(g) 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 specified, 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 said estate, and no notice by the seller of any default on the part of the purchaser shall be considered as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to the termination of purchaser's rights may be made by the United States Mail, postage pre-paid, either sealed separately addressed to the purchaser at his address above known to the seller or personally.

(h) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment as/and 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.

In the seller's suit being unable to procure an acknowledgment of the purchaser's of the hereunder, said judgment as so entered, the prevailing party 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 assembling records to determine the condition of title as the date such party 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.

Lee Kinnaird (Seller)

Jeanne A. Kinnaird (Seller)

Everett E. Fenton (Purchaser)

Dorothy E. Fenton (Purchaser)

STATE OF WASHINGTON)
) ss
County of [illegible])

On this day personally appeared before me Lee Kinnaird and Jeanne A. Kinnaird, 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 8th day of November, 1979

NOTARY PUBLIC in and for the State of Washington,

residing at [illegible]

FILED
NOV 13 1979
Auditor

First American Title Insurance Company

Filed for Record at Request of

Name

Address

City

Unofficial Copy