

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between RICHARD J. ROSS and THELMA S. ROSS, husband and wife, hereinafter referred to as "Seller", and NICHOLAS M. SPIROPOLOS, a single man, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

Lot Ten (10) of PREACHERS' ROW LOTS according to the official plat thereof on file and of record at page 103 of Book "A" of Plats, records of Skamania County, Washington; and The Southwest quarter of the Northwest quarter of Section Thirty three (33), Township Two (2) North, Range Five (5) East of the Willamette Meridian;

EXCEPT the South 208 feet thereof platted as Preachers' Row Lots according to the official plat thereof aforesaid; AND EXCEPT that portion thereof lying Southerly of the County Road known and designated as the Salmon Falls Road;

AND EXCEPT that portion thereof described as follows: Beginning at the Northeast corner of Lot Twenty (20) of the said Preachers' Row Lots; thence West 300 feet along the North line of said plat to the Northwest corner of Lot Fifteen (15); thence North 300 feet; thence East 150 feet; thence Southeasterly 275 feet, more or less, to a point 75 feet North of the point of beginning; thence South 75 feet to the point of beginning.

SUBJECT TO easements for water pipelines, electric transmission lines and public roads as now appear of record.

SUBJECT ALSO to the lease of a portion of the property for Church purposes.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of TWENTY FOUR THOUSAND DOLLARS (\$24,000.00) of which Purchaser has paid to Seller the sum of Two thousand dollars (\$2,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$22,000.00 shall be due and payable in monthly installments of ONE HUNDRED FIFTY DOLLARS (\$150.00), or more at Purchaser's option, commencing on March 1, 1972, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full, provided also, that Purchaser will pay to Seller two (2) additional payments of \$1,000.00 each due on or before February 27, 1972 and April 27, 1972. The declining balances of the purchase price shall bear interest from February 1, 1972, at the rate of seven and one-half percent (7½%) per annum, and the installments aforesaid shall be first applied in payment of the interest accruing from month to month, and the balance of the same credited to the principal, provided further, that the entire balance of the purchase price and interest will be paid in full within eight (8) years of the date of this contract.

2. ASSIGNMENT: Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the prior written consent of the Seller.

JEFFERSON D. MILLER

ATTORNEY AT LAW

338 N.E. 5TH AVE.

CANAWA WASHINGTON 99607

AREA CODE 206-4 TELEPHONE 834-3808

3. INSURANCE AND TAXES: Seller warrants that the real property taxes on the property are paid to date, and Purchaser covenants to seasonably pay any such real property taxes or other governmental or municipal assessments hereafter levied on the property during the performance of this contract. Purchaser agrees also to keep the insurable buildings on the property continually insured against fire and extended coverage at Purchaser's expense to the full insurable value of the same with proceeds of such insurance payable to the parties as their interests shall appear. Such policies of insurance and the renewals of the same shall be delivered to Seller. In event of any such insurable loss or damage and the payment of insurance proceeds to Seller as aforesaid, then any sums so paid thereby shall be credited upon the unpaid balance of this contract, except that in event of a partial loss the proceeds of such insurance may, at Purchaser's election, be applied to the necessary repairs occasioned by such partial loss.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property upon the execution of this contract, except that Seller reserves the rental from the residence on the property to February 1, 1972, and Seller reserves the right to enter the property at reasonable times to inspect the same concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit no waste thereof, to keep the premises and improvements thereon in a clean and sanitary condition and in a good state of repair. Purchaser will cut no merchantable timber on the property except with Seller's prior written consent, and no artifacts will be removed by Purchaser from any part of the property until the balance of the purchase price has been reduced to not more than \$20,000.00. Purchaser covenants to seasonably pay all charges to said premises for repairs, utilities, improvements, and otherwise, to the end that no liens for the same shall attach to said premises. In event Purchaser shall fail or neglect to make any such payments for repairs, utilities, improvements, taxes, insurance or other charges which in the opinion of Seller may attach as a lien to said premises, or if Purchaser shall fail to properly maintain or repair the premises or the buildings thereon, then Seller may, at his election, make any such payments or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Legal title to the aforesaid real property shall be and remain vested in Seller until the final payment and performance of this contract. Upon such final performance Seller covenants to execute and deliver to Purchaser a warranty deed conveying the property free of liens or encumbrances as of the date of this contract except as may be noted in the description of the property above, but Seller shall not warrant against any such liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the date of this contract. Seller will furnish to Purchaser as soon as reasonably procurable following the execution of this contract a policy of title insurance insuring Purchaser's equity in the property pursuant to this contract, and which policy constitutes Seller's sole duty to furnish title insurance or abstract of title.

6. **PERFORMANCE AND DEFAULT:** Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to the mailing address of the premises, or to such other address as Purchaser may designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 12 day of December, 1971.

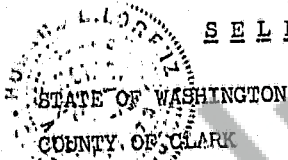
Richard J. Ross
Richard J. Ross

Nicholas M. Spiropoulos
Nicholas M. Spiropoulos

Thelma S. Ross
Thelma S. Ross

SELLER

PURCHASER



ss

On this day personally appeared before me RICHARD J. ROSS, THELMA S. ROSS and NICHOLAS M. SPIROPOLOS, 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 12 day of December, 1971.

1078

No. 1078
TRANSACTION EXCISE TAX

DEC 17 1971

Amount Paid 240.00

Thelma S. Ross

Skamania County Treasurer

By Barbara J. Buel Dep.

Barbara J. Buel
Notary Public in and for the State
of Washington;
Residing at Camas, therein.

