

REAL ESTATE CONTRACT

For Unimproved Property.

THIS CONTRACT, made this 26th day of March, 1975

between

Harold B. Connett, A Single Man

hereinafter called the "seller" and

Dan Rose & Connie L. Rose Husband & Wife hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Exhibit "A" Attached and made part hereof



Free of incumbrances, except.

Restrictions and Reservations of Record

No trees to be cut or removed without mutual consent.

The right to use water for domestic purposes existing under seller's rights and privileges of the State of Washington.

On the following terms and conditions: The purchase price is Seven Thousand Five Hundred Dollars (\$7500.00) dollars, of which One Thousand Five Hundred Dollars (\$1500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: Balance of Six Thousand Dollars (\$6000.00) together with eight per-cent (8%) per-annum interest on the unpaid balance. Interest commencing on March 26th 1975 and remaining balance to be paid as follows: not less than Sixty Dollars (\$60.00) per month including interest on or before May 10th 1975 and each succeeding month thereafter until the whole sum, principal and interest is paid in full. This contract may be paid in full at any time by the Purchaser without penalty.

3386

SHORT PLAT APPROVAL ON FILE

JUL 1 1975

RECEIVED BY THE ARCHER

No. TRANSACTION EXCISE TAX

JUL 10 1975

Amount Paid 2.50

Skamania County Treasurer

By /s/ [Signature]

The purchaser may enter into possession March 26th 1975

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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 payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a **Warranty** deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid **the unpaid balance** insuring the title to said property with liabilities the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Service upon purchase: 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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Harold B. Connett (Seal)
Leon Rose (Seal)
William Rose (Seal)
____ (Seal)

STATE OF WASHINGTON, Coe } ss.
County of Chickamauga


On this day personally appeared before me Harold B. Connett

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

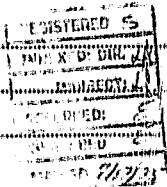
GIVEN under my hand and official seal this 22 day of June, 1975

Notary Public in and for the State of Washington,
residing at _____

Transamerica Title Insurance Co

 A Service of
Transamerica Corporation 79958

Filed for Record at Request of

Name.....
Address.....
City and State.....


THIS SPACE RESERVED FOR RECORDERS USE
I HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT IS A WRITING, FILED BY
R. J. Salvendy
Sturman
AT 10:30 AM July 12, 1975
WAS RECORDED IN BOOK 69
OF Deed COUNTY OF COE, WASH.
W. P. Todd
Sturman

Exhibit "A"

LABARRE RIDGELot No. 4

Starting at a point on the southerly side of the right-of-way of the La Barre county road which point is south 1572.20' and west 1925.39' from the northeast section corner of section 28 T 2 N R 5 E Wm. and which point of beginning of tract: S $41^{\circ}38'34''$ E for 572.46', run S $44^{\circ}32'11''$ W for 437.82', run N $41^{\circ}12'56''$ W for 500.00' to southerly boundary of county road right-of-way; run along boundary of right-of-way along curve to right with radius of 351.97' through a central angle of $09^{\circ}45'$ for a distance of 59.90', run N $45^{\circ}18'00''$ E for 169.78', run along curve to left with a radius of 290.44' through a central angle of $28^{\circ}35'$ for a distance of 144.89', run N $16^{\circ}43'00''$ E for 79.24' to point of beginning. Contains 5.1391 acres more or less.

The buyer agrees before construction of access easement to county road to make formal application to the County for permit to do so.

I certify the above to be a true legal description of the proposed lots:

Charles H. Hedges
 Notary Public
 State of Missouri