

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 24th day of Oct., 1980, by and between TERRANCE C. ALLEN, in his capacity as Executor of the wills of Doris Evelyn Allen and Cecil Loren Allen, deceased, and pursuant to an Order of Solvency entered in these consolidated estates, being Probate Cause No. 2999-P in the Superior Court of Skamania County, Washington, on October 16, 1980, hereinafter called the "Seller", and WALDO ZAUGG and PHYLLIS ZAUGG, husband and wife, hereinafter called the "Purchasers", residing at Cooks, Skamania County, State of Washington,

WITNESSETH: That the Seller agrees to sell and the Purchasers agree to purchase the following described real estate, with the appurtenances thereon, to-wit:

All that portion of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NE4SE4SE4) of Section 10, Township 3 North, Range 9 East of the Willamette Meridian, lying northerly of the county road known and described as the Jessup Road, EXCEPT the north 412 feet of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NE4SE4SE4) of said Section 10, recorded in the office of the Skamania County Auditor, Skamania County, Washington.

TERMS AND CONDITIONS:

1. Purchase Price. The total purchase price is TWENTY-TWO THOUSAND DOLLARS (\$22,000.00), of which the sum of TWELVE THOUSAND DOLLARS (\$12,000.00) has been paid by Purchasers, the receipt whereof is hereby acknowledged by Seller, and the balance of TEN THOUSAND DOLLARS (\$10,000.00) shall be paid in the amounts and at the times stated as follows:

In monthly installments of \$ 212.47 each, beginning with the 10th day of December, 1980, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been paid in full. The unpaid balance of the purchase price shall at all times bear interest at 10% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to purchasers to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made.

Transaction is compliance with County subdivision ordinances.
Skamania County Auditor - By

Skamania County Treasurer
By Shirley J. [Signature]

Amount Paid 22000.00

OCT 24 1980

No. 7782
TRANSACTION EXCISE TAX



2. Date of Possession. It is agreed that the Purchasers shall have possession of said premises upon execution of this contract.

3. Taxes and Assessments. Purchasers agree to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

4. Insurance. Purchasers agree to keep and maintain insurance on the improvements on said premises in the sum of not less than \$10,000.00. Purchasers also agree to assume all hazards of damage to or destruction of any improvements on said premises; and agree to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agree not to use the premises for any illegal purpose.

In the event that the Purchasers shall fail to make any payment herein provided, the Seller may pay such taxes and assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 12% per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

5. Inspection of Premises. The Purchasers agree that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

6. The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchasers a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

TIME IS OF THE ESSENCE of this agreement. If the Purchasers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written notice to the Purchasers, and

at the expiration of thirty days thereafter this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by the Purchasers. In such event and upon Seller doing so, all payments made by the Purchasers 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. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by certified mail at the Purchasers place of residence in Cook, Washington, or at such other address as the Purchasers shall indicate to the Seller in writing.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made directly to Seller at his address in Lyle, Washington.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

SELLER:

(Terrance C. Allen
(TERRANCE C. ALLEN, Executor of the Consolidated Estates of Doris Evelyn Allen and Cecil Loren Allen, Deceased.

PURCHASERS:

(Waldo Zaugg
(WALDO ZAUGG
(Phyllis F. Zaugg
(PHYLLIS ZAUGG

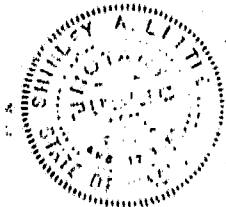
STATE OF WASHINGTON)
County of Skamania) ss.

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 24 day of Oct., 1980, personally appeared before me TERRANCE C. ALLEN and WALDO ZAUGG and PHYLLIS ZAUGG, husband and wife, to me known to be the individuals described as seller and purchasers and who executed the within instrument, and acknow-

ledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Shirley A. Little
Notary Public in and for the State of
Washington, residing at Stevenson



STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Jenny Olson
OF Box 128 1/2, Wb 98635
AT 2:15 PM Oct 24 19 80

WAS RECORDED IN BOOK 78

OF TRUCKS AT PAGE 869

RECORDS OF SKAMANIA COUNTY, WASH

S. P. Told

COUNTY AUDITOR

E. Masford

DEPUTY

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED:	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>