

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between GUY M. ROFF and EDITH M. ROFF, husband and wife, hereinafter referred to as "Sellers", and DONALD L. STEVENS and MARYLIN L. STEVENS, husband and wife, whose address is Carson, Washington, hereinafter referred to as "Purchasers",

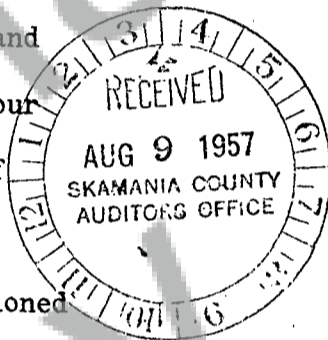
W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter contained, the Sellers agree to sell and convey to the Purchasers, and the Purchasers agree to buy of the Sellers the below described tract of real property:

DESCRIPTION of real property, situate in the County of Skamania, State of Washington.

The North one-half ($N\frac{1}{2}$) of Lots one (1) and two (2), of Section thirty-six (36), Township four (4) North, Range seven and one-half ($7\frac{1}{2}$) East of the Willamette Meridian,

TOGETHER WITH the personal property mentioned in Item 5. of this contract.



AND AS CONDITIONS OF THIS CONTRACT THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase price is the sum of Five thousand dollars (\$5,000.00), of which Purchasers have paid to Sellers upon the execution of this contract the sum of Five hundred dollars (\$500.00), the receipt whereof the Sellers hereby acknowledge. The balance of the purchase price in the amount of Four thousand five hundred dollars (\$4,500.00) shall be due and payable in monthly installments of Eighty-five dollars (\$85.) or more, at Purchasers' option, including interest on the unpaid balances from time to time computed at the rate of six percent (6%) per annum. The monthly payments above provided shall commence on the 9th day of February, 1953, and shall continue on the same day of each month thereafter until the entire balance of the purchase price and interest shall be paid in full, PROVIDED, HOWEVER, that at Purchasers' option the monthly installments above provided may be reduced to \$50.00 per month, including interest, after eighteen monthly payments have been made on this contract, and said payments may continue at said reduced amount for the remainder of the life of this contract.

2. ASSIGNMENT: Purchasers covenant that they will not assign, sell, transfer, encumber, or in any manner alienate their interest in this contract, or the property covered thereby, either in whole or in part, without the written consent of the Sellers.

3. INSURANCE AND TAXES: Purchasers covenant to keep the buildings on the property insured against fire to the full insurable value thereof, or at least in an amount equal to the unpaid balance on this contract, with proceeds thereof payable to Sellers as their interest may appear, said policy and the renewals thereof to be delivered to Sellers. It is understood

JACKSON & MILLER
ATTORNEYS-AT-LAW
CAMAS, WASHINGTON

that in event of loss or damage and the payment of said insurance proceeds to Sellers, the amount so paid shall be credited on the unpaid balance of this contract. It is agreed that the 1952 real property taxes and all existing assessments on said property have been paid. Purchasers covenant to seasonably pay all real property taxes and assessments of every kind and nature on said property for future years.

4. INSPECTION AND RISK OF LOSS: Purchasers agree that they have fully inspected the real property and improvements herein bargained to be sold and are relying on no representations or warranties except as expressed in this contract. Purchasers assume the risk of loss or damage to said property by fire or otherwise, and agree 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 Sellers.

5. PERSONAL PROPERTY: It is agreed and understood that the purchase price above mentioned includes the following described items of household goods and furnishings, the consideration for which is the sum of Seven hundred fifty dollars (\$750.00) of said purchase price. Purchasers covenant to cause said property to be insured against fire in a minimum amount of \$750.00, with proceeds thereof payable to Sellers in event of loss as their interests may appear. It is understood that said personal property may require replacement from time to time due to wear or obsolescence. Purchasers shall have the right to replace said furniture and fixtures as shall be reasonably required provided that any items so substituted shall be of equivalent kind and quality, and shall likewise be covered by the security of this contract.

DESCRIPTION OF PERSONAL PROPERTY.

- 1 bedroom set of six pieces
- 1 bedroom set of three pieces
- 1 davenport and chair
- 1 living room rug and pad
- 2 Congoleum rugs
- 2 floor lamps
- 2 occasional chairs (1 rocker, 1 overstuffed)
- 1 circulating wood heater (Montag)
- 5 piece Chrome dinette set

6. POSSESSION, USE AND TITLE: Purchasers shall have the right to the exclusive possession of the property upon the execution and delivery hereof and during such times as this contract shall not be in default. Purchasers further covenant to use the premises in a lawful manner, to commit no waste, to use good husbandry in the use and management of the premises and to maintain the improvements and fences thereon in a good state of repair, to refrain from cutting any green timber of every nature and description, except with the consent of the Sellers. Purchasers do further covenant to seasonably pay all charges for repairs, improvements and utilities to the end that the same shall not become liens on the premises. Purchasers hereby accord the Sellers the right to enter upon the premises at reasonable times to determine that this contract is being fully performed. In event Purchasers shall fail or neglect to make any payments for taxes, repairs, or otherwise, as hereinbefore provided to be paid by Purchasers, the Sellers may, at their election, make any such payments, and the amounts so paid shall be repayable by Purchasers on demand, or Sellers may, at their option, add the amount thereof to the unpaid balance of this contract.

Sellers covenant upon the complete performance of this contract to deliver to Purchasers a warranty deed conveying the property as hereinbefore described to Purchasers free and clear of all liens or encumbrances as of the date of this contract, but Sellers shall not warrant against any liens or encumbrances created or suffered to be created by Purchasers subsequent to the date of this contract. Sellers also covenant upon the complete performance of this contract to deliver to Purchasers an abstract of title evidencing marketable title to said premises in Purchasers.

7. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchasers in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchasers to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Sellers may declare Purchasers' interest hereunder forfeited, and may repossess the premises and property, retaining any sums heretofore paid as liquidated damages for such failure to perform, and for the use and occupancy of the premises. Sellers may, in the alternative, bring action on any intermediate over-due installments or upon any payments made by Sellers and repayable by Purchasers, and the institution of such action shall not constitute an election not to proceed otherwise as to any subsequent default. The waiver by Sellers 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 Sellers shall prevail in a legal or equitable action to enforce their rights under this contract, then Purchasers agree to pay a reasonable sum as attorney's fees in said suit.

IN WITNESS WHEREOF the parties have executed this instrument this 16th day of January, 1953.

Donald L. Stevens
Donald L. Stevens

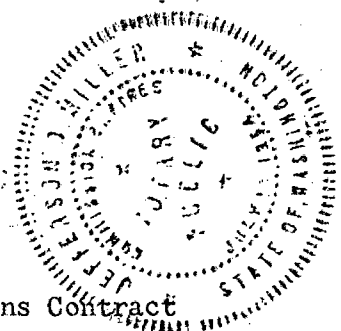
Marylin L. Stevens
Marylin L. Stevens
P u r c h a s e r s

Guy M. Roff
Guy M. Roff
Edith M. Roff
Edith M. Roff
S e l l e r s

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this day personally appeared before me GUY M. ROFF and EDITH M. ROFF, 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 16th day of January, 1953.

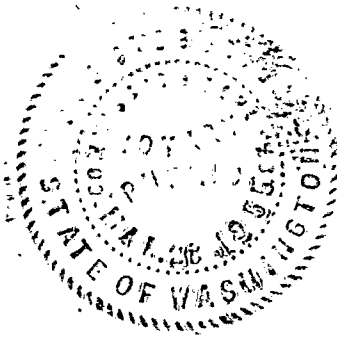


Jefferson D. Miller
Notary Public in and for the
State of Washington;
Residing at Camas, therein.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this day personally appeared before me DONALD L. STEVENS and MARYLIN L. STEVENS, 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 16th day of January, 1953.



Jos. Gregoris
Notary Public in and for the
State of Washington;
Residing at Carson