

REAL ESTATE CONTRACT

This Contract, made this fifteenth day of August, 1967, between JIM ATTWELL and PAULINE K. ATTWELL, husband and wife, hereinafter called the Seller and ARTHUR J. WIEBE and LEE H. QUIRING, and others whose signatures appear below, hereinafter called the Purchaser,

W I T N E S S E T H:

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, State of Washington:

The West Half of the Northwest Quarter ($W\frac{1}{2}$ NW $\frac{1}{4}$) of Section 23, Township 2 North, Range 6 E. W. M.;

SUBJECT TO a transmission line easement granted to the United States of America by deed dated March 23, 1942, and recorded June 5, 1942, at page 74 of Book 29 of Deeds, Records of Skamania County, Washington;

AND SUBJECT TO public roads and road easements granted to Crown Zellerbach Corporation, a Nevada corporation, and Stevenson Plywood Corporation, a Washington corporation.

On the following terms and conditions: The purchase price is Forty Thousand and No/100 (\$40,000.00) Dollars, of which Ten Thousand and No/100 (\$10,000.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the Purchaser agrees to pay the balance of said purchase price as follows: the Purchaser agrees to pay the balance of the purchase price in the sum of Thirty Thousand and No/100 (\$30,000.00) Dollars in monthly installments of Three Hundred and No/100 (\$300.00) Dollars, or more, commencing on the fifteenth day of September, 1967, and on the fifteenth day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of seven per-cent (7%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchaser reserves the right at any time they are not in default under the terms and conditions of this contract to pay any part or all of the unpaid purchase price, plus interest, then

REAL ESTATE CONTRACT - Page Two:

due. The Seller agrees to convey to the Purchaser and release by deed any portion of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, Township 2 North, Range 6 E. W. M., whenever the Purchaser shall have negotiated a bona fide sale for the same, and provided that seventy-five per-cent (75%) of the purchase price for the same shall be paid to the Seller to be applied on this contract in addition to the payments above specified. The Seller has the right to use and occupy the premises without the payment of rent to and including July 1, 1968, providing however, that the Seller shall not have the right to cut and remove any timber on said premises.

The Purchaser agrees: (1) to pay before delinquency all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the Seller as owner, in an insurance company satisfactory to the Seller for the benefit of the Seller, and the Purchaser; as their interests may appear, until the purchase price is fully paid, and to deliver to Seller the insurance policies, renewals, and premium receipts; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to pay before delinquency any taxes or assessments or to insure the premises as above provided, the Seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of ten per-cent (10%) per annum until paid, without

REAL ESTATE CONTRACT - Page Three.

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prejudice to other rights of Seller by reason of such failure.

The Purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the Seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the Seller may be required to expend in procuring such money, or at the election of the Seller, to the rebuilding or restoration of such improvements.

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 warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the Seller.

The Seller within ten (10) days from the date on which this contract shall be delivered will procure and deliver, to the Purchaser, a title policy in usual form issued by the Transamerica Title Insurance Company, insuring the Purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, Seller's title to the premises, not assumed by the Purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) that the Purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (2) that the Purchaser shall have possession of the real estate on July 1, 1968, and be entitled to retain possession so long as Purchaser is not in default in carrying out the terms hereof; and (3) that, upon default, forfeiture may be declared by notice

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REAL ESTATE CONTRACT - Page Four.

sent by registered mail to the address of the Purchaser, or his assigns, last known to the Seller.

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, and upon his doing so, all payments made by the Purchaser 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 within six (6) months 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.

IN WITNESS WHEREOF, the parties have signed and sealed this contract the day and year first above written.

No. 5001
TRANSACTION EXCISE TAX
JUL 29 1968
Amount Paid \$ 0.00
Michael O'Donnell
Skamania County Treasurer
By

Jim Attwell (SEAL)
Pauline K. Attwell (SEAL)
SELLER

Arthur Wiebe (SEAL)
Leo W. Quiring (SEAL)
Chas W. Jorgensen (SEAL)
Marvin J. Stewart (SEAL)
Nadene Stewart (SEAL)

Evelyn Mae Wiebe (SEAL)
Susan L. Quiring (SEAL)
Lillian June Jorgensen (SEAL)
Chester Jost (SEAL)
Clella M. Jost (SEAL)

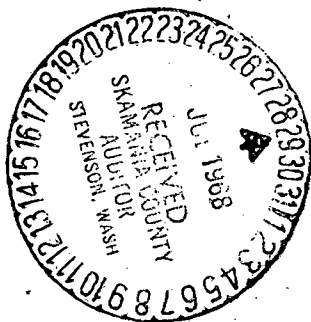
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PURCHASER

STATE OF WASHINGTON)
) ss.
County of Skamania)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this fifth day of February, 1968, personally appeared before me JIM ATTWELL and PAULINE K. ATTWELL, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Notary Public, in and for the State of
Washington, residing at Stevenson there-
in.