REAL ESTATE CONTRACT

For Unimproved Property

October, 1970, hetween H. ROBERT COLE, dealing with his separate property, and JACK N. SYKES and JUANITA R. SYKES, husband and wife, THIS CONTRACT, made this

MICHAEL A. KELLY and GLENI! H. KELLY

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

Washington: The West Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (1/2 NE'S NE'4 SE'4) of Section 18, Township 7 North, Renga 6 E. W. M.

Free of incumbrances, except. Easements and rights of way for existing roads and restrictive covenants as set forth in an instrument dated December 31, 1969, and recorded December 31, 1969, at page 439 of Book 61 of Deeds, under Auditor's File No. 71741, Records of Skamania County, Washington, relating to building limitations, restrictions on the use of the premises, and the keeping of animals; and subject to a right of way 40 feet in width extending from the northeast corner of said tract south along the east line thereof to the existing road.

Three Thousand Five Hundred and (\$ 3,500,00) dollars, of which On the following terms and conditions: The purchase price is - (\$ 500.00 no/100ths has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Three Thousand and no/100ths (\$3,000,00) Bollars in monthly installments of Thirty-five and no/100ths (\$35.00) Dollars, or more, commencing on the lst day of November, 1970, and on the 1st day of each and every month there-after 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 eight per-cent (8%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest then due.

TRANSACTION EXCISE TAX

SEP 3 0 1970

Amount Paid 3 200 Control Skemania County Treasurer

The purchaser may enter into possession . October 1, 1970.

The property has been carefully inspected by the purchaser, and no agreements or representations per-taining 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 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 as 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. 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 down payment insuring the title to said property with liability 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 ondition or agreement hereof, and in the event the purchaser simil tan to comply with or pertorn 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 here uder, 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 bareunder, 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 spon purchaser of 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 scaled this contract the day and year first above written. JUANITA R Her Attorney in Fact (SEAL) STATE OF WASHINGTON (SEAL) County of Skamenia On this 29thday of September , 1970, before me personally appeared Jack N. Sykes, who executed the within instrument as Attorney in Fact for JUANITA R. SYKES and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as Attorney in Fact for JUANITA R. SYKES, for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said Juaniti R. Sykes is now living is is not insane. County ofSkamania Notary Public for Washington residing at Stevenson. I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this _____29th_ of September 1970. ..., personally appeared before me..... H. ROBERT COLE and JACK N. SYKES to me known to be the individual..... described in and who executed the integration instrument, and acknowledged that they signed and scaled the same as ... the irfree and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal the day and year last abov Notary Public in and, for the state of Washington, Stevenson therein. residing at BIATE-OG BABNINGTON 1 - SINCER'S USE OBUNTKODIRESINUBATUA KEÖDRDER'S USE Transemerka Title Insurance Ro I HEILERY CERTIFY THAT THE WITHIN A Service of Transamerica Corporation INSTRUMENT OF WRITING, FILED IN. 72656

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