

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 17th day of October, 1972, by and between MILES I. STEVENSON and MILDRED E. STEVENSON, husband and wife, hereinafter referred to as SELLERS, and SDS COMPANY, a partnership, hereinafter referred to as PURCHASERS,

W I T N E S S E T H :

The sellers agree to sell to the purchasers and the purchasers agree to purchase of the sellers the following described real estate situated in Skamania County, State of Washington, to wit:

Government Lots 9, 10, 11, 13 and 14 of
Section 13, Township 3 North, Range 71/2 E. W.M.

The terms and conditions of this contract are as follows:

The total purchase price is SEVENTY THOUSAND DOLLARS (\$70,000.00) which shall be payable by purchasers unto sellers on the following schedule: to wit: The sum of TWENTY THOUSAND DOLLARS (\$20,000.00) shall be the down payment which shall include FIVE THOUSAND DOLLARS (\$5,000.00) earnest money heretofore paid, the receipt of which is hereby acknowledged by sellers. The further sum of TWENTY THOUSAND DOLLARS (\$20,000.00) shall be payable on April 15, 1973, and the final balance of THIRTY THOUSAND DOLLARS (\$30,000.00) shall be payable on April 15, 1974. All principal balances shall bear interest at the rate of 6% per annum on the unpaid deferred annual balances.

Sellers further agree to provide purchasers with a policy of title insurance in the sum of \$70,000.00.

Purchasers shall be entitled to immediate possession of the premises.

Sellers agree on full payment of said purchase price in the manner hereinbefore specified, they will deliver to the purchasers a good and sufficient warranty deed of said described premises.

The parties hereto understand and agree that any improvements made unto said premises by the purchasers shall become the property of the sellers in the event of default by purchasers; and any improvements made by purchasers shall constitute fixtures and shall not be removed in event of default.

This contract shall not be assignable by the purchasers without the consent of the sellers in writing and attached hereto.

Purchasers agree to pay before delinquency all taxes and assessments that as may between purchasers and sellers hereafter become a lien on said premises.

The purchasers shall assume all hazards or damage to or destruction of any improvements now on said land or hereafter to be placed thereon and of the taking of said premises or any part thereof for public use.

Time is of the essence of this contract. In case the purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall become due as hereinbefore provided or promptly to perform any covenant or agreement aforesaid, the sellers may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the purchasers hereunder shall be retained by the sellers in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to wit:

Bingen, Washington

or at such other address as the purchasers will indicate to the sellers in writing.

The purchasers agree that full inspection of the described premises has been made and that neither the sellers or assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the covenant to be relied upon be

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In case the purchasers shall fail to make any payment hereinafore provided by the purchasers to be made, the sellers may make such payment and any amount so paid by the sellers, together with interest thereon from the date of payment until repaid at the rate of eight percent (8%) per annum shall be repayable by the purchasers on demand without prejudice to any other right the sellers might have by reason of such default.

This indenture shall be binding on the heirs, assigns, successors and personal representatives of the parties hereto as if they were made a party hereof.

John J. Blawie

Mildred E. Stevenson
SELLERS

BY:

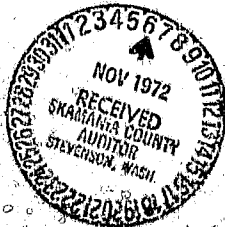
PURCHASERS

1991

TRANSACTION EXCISE TAX

NOV 6 1972

Amount Paid: \$200.00
 Received of: [Signature]
 State of Iowa County Treasurer
 By: [Signature] Hollister, Ray



STATE OF WASHINGTON)
) SS.
COUNTY OF KLIKITAT)

On this day personally appeared before me MILES I. STEVENSON and MILDRED E. STEVENSON, husband and wife, to me known to be the persons 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.

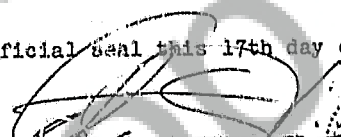
GIVEN under my hand and official seal this 17th day of October, 1972.


Notary Public for State of Washington
Residing at White Salmon

STATE OF WASHINGTON)
) SS.
COUNTY OF KLIKITAT)

On this 17th day of October, 1972, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. E. STEVENSON, duly authorized partner of SDS COMPANY, a partnership of Bingen, Washington, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of October, 1972.


Notary Public for State of Washington
Residing at White Salmon