

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 21st day of October, 1972, between HELMUT ACKER, hereinafter called the "seller", and DON MOSER and MARIE MOSER, husband and wife, hereinafter called the "purchasers", WITNESSETH: That the seller agrees to sell to the purchasers and the purchasers agree to purchase from the seller, the following described real estate, with the appurtenances, in Skamania County, State of Washington:

A tract of land in the North 37 1/2 rods of the Southwest one-quarter of the Northwest one-quarter (SW 1/4 NW 1/4) of Section 17, Township 3 North, Range 8 East W. M., more particularly described as follows: Beginning at the Northwest corner of Section 17; thence S 0°57'20" W along the West line of said Section 17, 1321.79 ft. to the centerline of the County Road known and designated as the Old Detour Road (Co. Road No. 2331) being the true point of beginning; thence S 0°57'20" W along the West line of said Section 17, 495.68 feet to the North right of way line of the B.P.A. transmission line (Hanford-Ostrander); thence N 61°43'30" E, 238.35 feet; thence N 0°57'20" E, 418.27 feet to the centerline of "Old Detour Road"; thence Easterly along centerline of said Old Detour Road, 211.5 feet, more or less, to point of beginning.

SUBJECT to easements for county road.

The terms and conditions of this contract are as follows:

The purchase price is One Thousand (\$1,000.00) Dollars, of which Two Hundred (\$200.00) Dollars have been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: The sum of Fifty (\$50.00) Dollars shall be paid on or before the 25th day of October, 1972, and like payments shall be made on the 25th day of each and every month thereafter for a period of seventeen (17) months. It is agreed that on the 18th month the entire balance of unpaid principal and interest is to be paid in full. The unpaid principal balance is to bear interest at the rate of eight per cent (8%) per annum and each monthly payment referred to herein shall include such interest.

All payments to be made hereunder shall be made at seller's place of residence or at such other place as the seller may direct in writing.

The purchasers may enter into possession on the 21st day of October, 1972.

It is agreed by the parties hereto that the purchasers may remove the timber on said real property at their option.

The property has been carefully inspected by the purchasers, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchasers agree to pay before delinquency all taxes and assessments assumed by them, 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 purchasers shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so 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.

The purchasers assume all risk of taking of any part of the property for a public use, and agree that such taking shall not constitute a failure of

No. 1676
TRANSACTION EXCISE TAX

NOV 17 1972

Amount Paid \$200.00
By Don Moser & Marie Moser
Skamania County Treasurer
By Don Moser & Marie Moser

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 therewith, and upon default, the purchasers 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 purchasers with their agreements herein, to execute and deliver to the purchasers a statutory 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 standard form purchaser's title policy when the purchaser shall have paid ~~300 down~~ payments hereunder, 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 purchasers or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchasers 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 purchasers' rights hereunder terminated. Upon the termination of the purchasers' rights, all payments made 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 after such forfeiture shall commence an action to procure and adjudication of the termination of the purchasers' rights hereunder, the purchasers agree 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 upon purchasers of all demands, notices and other papers with respect to forfeiture and termination of purchasers' rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchasers at their address last known to the seller.

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

Don Moser (Seal)

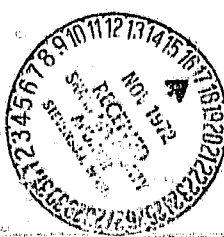
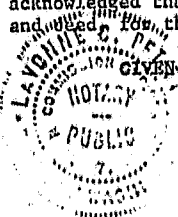
Marie Moser (Seal)

Herbert Kohn (Seal)

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 21st day of October, 1972, personally appeared before me Don Moser and Marie Moser, husband and wife, to me known to be the individuals described in and who executed the foregoing instruments, 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.

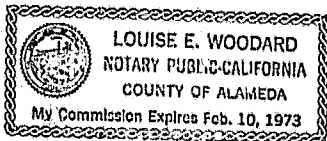


Laelorne O. Potter
Notary Public in and for the State of Washington, residing at 22 Burnside

STATE OF CALIFORNIA }
County of Alameda } ss.

I, the undersigned, a notary public in and for the State of California, do hereby certify that on this 30th day of October, 1972, personally appeared before me HELMUT ACKER, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes herein mentioned.

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



Louise E. Woodard
Notary Public in and For the State of
California, residing at San Francisco

Unofficial Copy