

Don Moser

A tract of land in the north $37\frac{1}{2}$ rods of the Southwest one quarter of the Northwest one quarter ($SW\frac{1}{4}$ $NW\frac{1}{4}$) and the Northwest one quarter of the Northwest one quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of Section 17, Township 3 North, Range 8 East W.M., more particularly described as follows:

Beginning at the northwest corner of Section 17, T.3 N., R. 8 E. W.M.; Thence $S 0^{\circ}57'20''W$ 1817.47 feet to the north right of way line of the B.P.A. Hanford-Ostrander Transmission Line; Thence $N 61^{\circ}43'30''E$ along said right of way line 238.35 feet to the true point of beginning; Thence $N 61^{\circ}43'30''E$ 690.77 feet; Thence $N 89^{\circ}37'40''E$ along said right of way line 489.38 feet to the east line of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 17; Thence $N 1^{\circ}22'10''E$ 20.50 ft. to the northeast corner of said $SW\frac{1}{4}$ of the $NW\frac{1}{4}$; Thence $N 88^{\circ}35'40''W$ 30.00 feet; Thence $N 1^{\circ}22'10''E$ 170.74 feet to the intersection of the county road known as "Old Detour Road # 2331"; Thence $N 88^{\circ}52'30''W$ along the centerline of said "Old Detour Road" 809.53 feet; Thence following a curve to the left whose radius is 272.9 ft. and whose central angle is $42^{\circ}32'30''$ a distance of 202.64 feet; Thence $S 48^{\circ}35'W$ 18.15 feet; Thence following a curve to the right whose radius is 318.3 feet a distance of 73.30 feet; Thence $S 0^{\circ}57'20''W$ 418.27 feet to point of Beginning.

Subject to easements for County roads Numbers 2133 and 2049 and also subject to certain rights acquired by Bonneville Power Administration relative to danger trees along B.P.A. Transmission Line Right of Way.

Containing 7.0 acres more or less.

The terms and conditions of this contract are as follows:

The purchase price is Three Thousand Five Hundred (\$3,500.00) 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 first day of March, 1973, and like payments shall be made on the first day of each and every month thereafter for a period of eighty nine (89) months. It is agreed that on the 90th 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 the sellers place of residence or at such other place as the seller may direct in writing.

The purchasers may enter into possession on the 2nd day of February 1973.

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 grantees, 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 amount 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 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.

1778

No. _____
TRANSACTION EXCISE TAX

FEB 14 1973

Amount Paid: \$50.00

Principal: \$3,500.00

Shamrock County Treasurer

By: _____

The seller agrees, upon the completion of the purchase with their agreement herein, to execute and deliver to the purchaser a statutory warranty deed to the property, excepting any part which may have been conveyed, free of incumbrances except those above mentioned, and any which 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 \$100.00 down as set out hereunder, insuring the title to said property with liability thereon for the above purchase price, free from incumbrances except any which are shown on the purchaser's 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 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 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 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.

Service upon purchasers of all demands, notices and other papers with respect to forfeiture and termination of purchaser's rights may be made under United States Mail, postage prepaid, return receipt requested, directed to the purchaser 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.

Donald Moser (Seal)

Marie Moser (Seal)

Helmuth Moser (Seal)

STATE OF WASHINGTON)
County of Okanogan) ss.

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 2nd day of February, 1973, 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.



Leslie C. Peterson

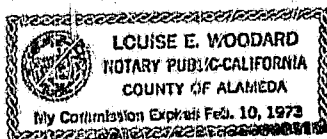
Notary Public in and for the State of Washington, residing at 77 Bonnevillie

STATE OF CALIFORNIA

County of Alameda

I, the undersigned, a Notary Public in and for the State of California, do hereby certify that on this 6th day of February, 1973, personally appeared before me HELMUT ACKER, to be 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

