

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of April, 1973, between
 LEE H. QUIRING, acting on behalf of various partners
 doing business as COLUMBIA RIVER ESTATES, hereinafter called the "seller" and
 EDWARD R. WILLARD and SANDRA K. WILLARD, hereinafter called the "purchaser,"
 husband and wife,

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 County,
 Washington:

Tract No. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a
 survey thereof recorded at page 364 of Book J of Miscellaneous Records,
 under Auditor's File No. 75656, Records of Skamania County, Washington;
 said real property being a portion of 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., and
 consisting of 10.67 acres, more or less.

Free of incumbrances, except. Easements of record including right of way for Road
 "A" for the use of the public as more particularly described on the afore-
 said survey recorded at page 364 of Book J of Miscellaneous Records afore-
 said, and by description thereof at page 358 of Book J of Miscellaneous
 Records aforesaid.

On the following terms and conditions: The purchase price is Six Thousand Five Hundred and
 no/100ths - - - - - (\$ 6,500.00) dollars, of which
 One Thousand and no/100ths - - - - - (\$ 1,000.00) 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 purchasers agree to pay the remaining balance of the purchase price in
 the sum of Five Thousand Five Hundred and no/100ths (\$5,500.00) Dollars in
 ten annual equal installments of Five Hundred Fifty and no/100ths (\$550.00)
 Dollars, commencing on the 1st day of May, 1974, and on the 1st day of May
 of each year thereafter until the full amount of the purchase price together
 with interest shall have been paid. The unpaid purchase price shall bear
 interest at the rate of eight per-cent (8%) per annum computed on the dim-
 inishing principal basis and payable in addition to said installments on
 the annual dates on which said installments become due as above specified.

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.

The purchaser may enter into possession April 1, 1973.

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
 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 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 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 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 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.

Service upon 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 sealed this contract the day and year first above written.

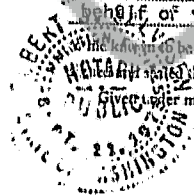
No. **1879**
TRANSACTION EXCISE TAX
APR 25 1973
Amount Paid **65.00**
Charles K. Weiland
Skamania County Treasurer

Lee H. Quiring (Seal)
Edward R. Weiland (Seal)
Charles K. Weiland (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 **5th** day of **April, 1973**, **LEE H. QUIRING, acting on behalf of various partners, doing business as COLUMBIA RIVER ESTATES,** personally appeared before me, **LEE H. QUIRING, acting on behalf of various partners, doing business as COLUMBIA RIVER ESTATES,** he known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



Robert J. Salmon
Notary Public in and for the state of Washington,
residing at **Stevenson therein.**

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....
Address.....
City and State.....

REGISTERED ☒
INDEXED: DIR. ☒
INDEXED: ☒
RECORDED:
COMPARED
MAILED

76010
STATE OF WASHINGTON } ss.
COUNTY OF SKAMANIA }
THIS SPACE RESERVED FOR RECORDER'S USE.
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
B. J. Salveson
OF **Stevenson, Wash.**
AT **9:30 A.M. April 22, 1973**
WAS RECORDED IN BOOK **65**
OF **deed** AT PAGE **161-2**
RECORDS OF SKAMANIA COUNTY, WASH.
S. L. Leland
COUNTY AUDITOR
BY **E. J. Tinsley** DEPUTY