

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of May, 1973, betweenFRANCIS D. DAILEY and EUMERINA B. A. DAILEY, hereinafter called the "seller" and
husband and wife,
DOUGLAS E. HOLBROOK and ARY L. HOLBROOK, 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:The Southeast Quarter of the Southeast Quarter of the Northwest Quarter
(SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 20, Township 3 North, Range 10 E. W. N.; EXCEPT
the east 20 rods thereof; AND EXCEPT that portion thereof lying northerly
of county Road No. 92 designated as the Collins-Knapp Road;ALSO: The East Half of the Northeast Quarter of the Southwest Quarter
(E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 20, Township 3 North, Range 10 E. W. N.; EXCEPT
the east 20 rods thereof; AND EXCEPT the south 255 feet thereof.

Free of incumbrances, except: Easements and rights of way for the Collins-Knapp Road.

TOGETHER WITH an easement and right of way for a water pipeline and other
utilities over and across the west 5 feet of the south 255 feet of the E $\frac{1}{2}$
of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 20, and over and across the west
5 feet of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 20, lying
northerly of County Road No. 130 designated as the Kollock Road.On the following terms and conditions: The purchase price is Ten Thousand and no/100ths - -
- - - - - (\$ 10,000.00) dollars, of which
Five Thousand and no/100ths - - - - - (\$ 5,000.00) 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 balance of the purchase price in the sum of
Five Thousand and no/100ths (\$5,000.00) Dollars in monthly installments of
One Hundred Twenty-five and no/100ths (\$125.00) Dollars, or more, commencing
on the 5th day of June, 1973, and on the 5th day of each and every month
thereafter 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 of seven per cent (7%) per annum computed upon the monthly bal-
ances 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.General taxes for 1973 shall be pro-rated between the parties as
of May 1, 1973.

1889

TRANSACTION EXCISE TAX

MAY 1 1973

Amount Paid \$5,000.00

The purchaser may enter into possession May 1, 1973.

The property has been carefully inspected by the purchaser, and no agreements or representations, written or oral, relating thereto, or to this transaction, have been made, save such as are stated herein. By Michael HolbrookThe 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 to 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 deed to the property, together with all documents which may have been condensed, free of encumbrances except those above mentioned, and any other encumbrances hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchase money policy when the purchaser shall have paid the purchase price in full insuring the title to said property with liability the same as the above purchase price, free from claims 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 perfect 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 to first 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.

Francis J. Dailey (Seal)
Euphrosina B. A. Dailey (Seal)
Robert J. Dailey (Seal)
John L. Dailey (Seal)

22094

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
OF
AT
WAS RECORDED IN BOOK
OF AT PAGE
RECORDS OF SKAMANIA COUNTY, WASH.
COMPTROLLER

REGISTERED	P
INDEXED: DIR.	P
INDEXED: P	P
RECORDED	P
COMPALED	P
MAILED	P



STATE OF WASHINGTON,
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 1st day of May, 1973, FRANCIS J. DAILEY and EUPHROSINA B. A. DAILEY, husband and wife, personally appeared before me, and acknowledged that they are the individual(s) described in and who executed the foregoing instrument, 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.
Robert J. Dailey
Notary Public in and for the state of Washington,
residing at Stevenson, Idaho

TRANSAMERICA TITLE
INSURANCE COMPANY OF WASHINGTON

INDEXED: DIR.	P
INDEXED: P	P
RECORDED	P
COMPALED	P
MAILED	P

Filed for Record at Request of

Name
Address
City and State

STATE OF WASHINGTON COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>P. J. Dailey</u> <u>Euphrosina B. A. Dailey</u> AT <u>1:00 PM May 1, 1973</u> WAS RECORDED IN BOOK <u>65</u> OF <u>100</u> AT PAGE <u>100</u> RECORDS OF SKAMANIA COUNTY, WASH. COMPTROLLER <u>P. J. Dailey</u>