

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of December, 1972, between

LEE H. QWIRING, acting on behalf of various partners hereinafter called the "seller" and doing business as COLUMBIA RIVER ESTATES, JAMES L. HEARING and CAROLYN L. HEARING, 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. 6 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 Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) and of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 22, Township 2 North, Range 6 E. W. M., and consisting of 10 acres, more or less.

Free of incumbrances, except: Easements of record including 30 foot road easement for the use of the public as more particularly described in the aforesaid survey recorded at page 364 of Book J of Miscellaneous Records aforesaid.

On the following terms and conditions: The purchase price is Eleven Thousand and no/100ths - One Thousand Six Hundred Fifty and no/100ths - (\$ 11,000.00) dollars, of which 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 Nine Thousand Three Hundred Fifty and no/100ths (\$9,350.00) Dollars in annual installments of Nine Hundred Thirty-five and no/100 (\$935.00) Dollars, or more, commencing on the 1st day of December, 1973, and on the first day of each December 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 diminishing 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.

No. 1816
TRANSACTION EXCISE TAX

MAR 20 1973

Amount Paid 110.00
Skamania County Treasurer

By The purchaser may enter into possession on December 1, 1972.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining 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, at 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

delivered to the purchaser a warranty deed to the property, excepting any part which may have been condemned, or 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.

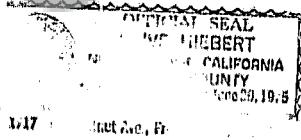
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Lee H. Quiring (Seal)
James L. Hearing (Seal)
Carolyn L. Hearing (Seal)



CALIFORNIA
STATE OF WASHINGTON
County of Fresno

In this day personally appeared before me LEE H. QUIRING, acting on behalf of various partners, doing business as COLUMBIA RIVER ESTATES, 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 2nd day of January, 1973.



Oline Shihert
Notary Public in and for the State of Washington, California
residing at Fresno, California

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name
Address
City and State

Form with fields: SEARCHED, INDEXED, DIRECT, INDIRECT, RECORDED, COMPARED, MAILED

75874

Recorder's use stamp: THIS SPACE RESERVED FOR RECORDER'S USE, STATE OF WASHINGTON, COUNTY OF SKAMANIA. I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY G. J. Salmeron OF Transamerica Co AT 9:30 A.M. MAR 20 1973 WAS RECORDED IN BOOK 65 OF DEED AT PAGE 23 RECORDS OF SKAMANIA COUNTY, WASH. COUNTY CLERK E. McFarland