

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 21 day of July, 1973 between
 ELMER W. FOSER, single (who was single at the time he acquired the property
 hereafter described) & G.W. Hutchinson & Phyllis hereinafter called the "seller" and
 Hutchinson, husband and wife, (sellers) and ROBERT L. BERRY & HELEN A. BERRY,
 husband & wife, and STEVEN R. BERRY & ARDELL BERRY, husband & wife, and KENNETH
 D. BRUNDIGE & CAROLYN K. BRUNDIGE, husband & wife, and DAVID L. BERRY, single
 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 Northeast quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section
 29, Township 2 North, Range 5 E.W.M. EXCEPT a strip of land 300 feet
 in width acquired by the U.S. of America for the Bonneville-Vancouver
 No. 1 and No. 2 transmission lines.

SUBJECT to last half of 1973 taxes;
 TOGETHER WITH all rights of the sellers in and to that easement deed
 executed by U.S. of America by Paul J. Raver, Bonneville Power
 Administrator, dated Sept. 4, 1940 and recorded Feb. 26, 1948, at
 page 618 of Book 31 of Deeds, recorded under Auditor's File No. 37588,
 records of Skamania County, Washington.

Free of incumbrances, except:

No. 2017
 TRANSACTION EXCISE TAX

JUL - 9 1973

Amount Paid: \$31,500.00
 Skamania County, Treasurer
 By: [Signature]

On the following terms and conditions: The purchase price is Thirty-one thousand, five
 hundred and no/100 - - - - - (\$31,500.00) dollars, of which
 Two thousand, five hundred and no/100 - - - - - (\$ 2,500.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows: Balance of \$29,000.00, with interest at 7 $\frac{1}{2}$ % per annum
 payable as follows: The sum of not less than \$214.00, including interest on
 August 1, 1973, and a like payment of not less than \$214.00, including interest
 on the first day of each month thereafter until the balance of principal & interest
 has been paid in full. Out of the payments made each month first shall be de-
 ducted the interest, and the balance applied on principal. Purchasers may make
 larger additional payments at any time.

It is further agreed by the parties hereto that the above-described property
 shall not be used for public gatherings, such as rock festivals, and there shall
 be no razing or waste of existing barns, (although purchasers shall not be required
 to cover said barns by fire insurance).

It is further agreed that no evergreen trees shall be cut and removed from
 said premises, except light brush removed for roadway purposes until the unpaid
 principal balance has been reduced to \$21,500.00 or less. It is further agreed
 that this contract shall not be assigned by purchasers, nor said property or
 any portion thereof, sold or encumbered by purchasers without first securing
 written consent of sellers, until the unpaid principal balance has been reduced
 to \$15,000.00 or less.

The purchaser may enter into possession upon execution of contract.

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 \$2500.00 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.

George W. Hutchinson (Seal)
Phyllis Hutchinson (Seal)
Elmer W. Poser (Seal)
SELLERS (Seal)

Robert L. Berry
Nelson R. Berry
Steven R. Berry
Arnell Berry
Harold D. Brundage
Carolyn E. Brundage
David E. Berry
PURCHASERS



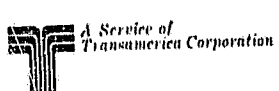
STATE OF WASHINGTON,
County of Clark } ss.

On this day personally appeared before me Elmer W. Poser, G. W. Hutchinson and Phyllis Hutchinson to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this 21 day of July, 1973.

[Signature]
Notary Public in and for the State of Washington,
residing at Vancouver.

76321

Transamerica Title Insurance Co



A Service of Transamerica Corporation

Filed for Record at Request of

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

REGIS.	INDEXED
SERIALIZED	FILED
JUL 21 1973	
CLERK	

THIS SPACE RESERVED FOR RECORDER'S USE	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF RECORDS FILED BY <u>R. J. Linnert</u> OF <u>Skamania, WA</u> AT <u>11:00</u> A.M. <u>July 9</u> 1973 WAS RECORDED IN BOOK <u>45</u> OF <u>1000</u> AT PAGE <u>454</u> REC'D BY SKAMANIA COUNTY, WA	
<u>[Signature]</u> CLERK	