

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of
 CORBIN S. PETERS and MARJEAN S. PETERS,
 husband and wife,
 RICHARD LEE GUMMING, a single man,

April, 1973

between

hereinafter called the "seller" and
 hereinafter called the "purchaser,"

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:

A portion of Tract No. 8 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 Southwest Quarter
 of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, Township 2 North, Range
 6 E. W. M.; said portion of Tract No. 8 being more particularly described
 on Schedule (A) attached hereto.

There are no encumbrances, except Easements of record including right of way for Roads
 "A", "B" and "C" for the use of the public as more particularly de-
 scribed on the aforesaid survey recorded at page 364 of Book J of
 Miscellaneous Records aforesaid, and by description thereof at page
 368 of Book J Miscellaneous Records aforesaid.

On the following terms and conditions: The purchase price is Eight Thousand Two Hundred
 Fifty and no/100ths - - - - - (\$ 8,250.00) dollars, of which
 One Thousand Two Hundred Thirty Seven and 50/100ths - - - (\$ 1,237.50) 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 Seven Thousand Twelve and 50/100ths (\$7,012.00) Dollars in ten
 annual equal installments of Seven Hundred One and 25/100ths (\$701.25) Dol-
 lars, commencing on the 15th day of April, 1973, and on the first day of
 April 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 install-
 ments 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 15, 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.

Conrad K. Peters (Seal)
Marjean S. Peters (Seal)
Richard L. Cluring (Seal)
 _____ (Seal)

No. 2000
 TRANSACTION EXCISE TAX
 JUL - 2 1973
 Amount Paid \$2.50
Michael W. Smith
 Skamania County Treasurer
 By _____

STATE OF WASHINGTON,
 County of Skamania } ss.

On this day personally appeared before me CONRAD K. PETERS and MARJEAN S. PETERS, husband and wife,

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

30th day of June, 1973

Richard L. Cluring

Notary Public in and for the State of Washington,
 residing at STEVENSON, WASHINGTON

76395

Transamerica Title Insurance Co



A Service of
 Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	P
INDEXED: DIR.	P
INDIRECT	P
RECORDED:	
COMPARED	
MAILED	

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
RECORDED	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Robert J. Johnson</u>	
OF <u>Stevenson, Wash</u>	
AT <u>2:35 P.M. July 27, 1973</u>	
WAS RECORDED IN BOOK <u>65</u>	
OF <u>Sheet</u> AT PAGE <u>519-21</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>W.R. Add</u>	
COUNTY AUDITOR	
BY <u>P. L. Cluring</u>	

EXHIBIT A

Tract No. 8 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 Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, Township 2 North, Range 6 E. W. M.;

EXCEPT that portion thereof described as follows: Beginning at the southwest corner of the Northwest Quarter of the said Section 23; thence North 00° 36' 09" East 748.69 feet; thence South 88° 54' 00" East 290.86 feet to the centerline of Road "D" aforesaid; then along the centerline of said road South 29° 19' 14" East 283.55 feet to a 125.46 foot radius curve to the left; thence along said 125.46 foot radius curve 65.49 feet; thence South 00° 36' 09" West parallel to the west line of the said Section 23 a distance of 459 feet, more or less, to the south line of the Northwest Quarter of the said Section 23; thence west 478 feet, more or less, to the point of beginning of the excepted tract.

Said parcel consisting of 7.46 acres, more or less.

Conrad D. Peters
CONRAD D. PETERS

Marjean S. Peters
MARJEAN S. PETERS

Richard L. Quiring
RICHARD LEE QUIRING

REAL ESTATE CONTRACT dated April 15, 1973

CONRAD D. PETERS and MARJEAN S. PETERS, husband and wife, sellers

RICHARD LEE QUIRING, a single man, purchaser