

REAL ESTATE CONTRACT

IN THE STATE OF WASHINGTON, on the 15th, day of June, 1973

BETWEEN WALLACE WILKESON & LUCILLE PROKESL, husband and wife,

hereinafter called "Seller," and LUCINDA J. TALEMA & MARGARET A. TAELMAMA, husband and wife,

hereinafter called "Buyer,"

WITNESSETH THAT the Seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following real estate, with the improvements, in SKAMANIA

County, State of Washington.

A portion of the East Half Section 16, Township 1 North, Range 5
East of the Willamette Meridian, Skamania County, Washington, described
as follows:

BEGINNING at a point that is on the centerline of a road, which point
is South 10° 03' 08" East, 2693.28 feet (Washington Coordinate System, South
Zone); from the Northwest corner of said Section 16;

thence South 01° 13' 00" along said centerline 76.32 feet;

thence along the arc of a 200 foot radius curve to the right for an arc
distance of 180.29 feet;

thence South 50° 26' 00" West 153.39 feet

thence (leaving said centerline) East 1515.09 feet more or less to the
West right-of-way line of State Highway 14;

thence northerly along said right-of-way line 327 feet more or less
to a point North 89° 02' 00" East of the point of beginning;

thence South 89° 03' 00" West 1308.57 feet more or less to the point
of BEGINNING.

Containing 10.97 acres more or less.

TOGETHER WITH AND SUBJECT TO a 50 foot easement, the centerline of
which is described as follows:

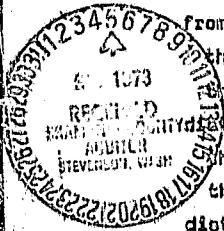
BEGINNING at a point in the centerline of State Highway 14, which point
is South 11° 22' 50" West (Washington Coord. System, South Zone) 4030.75 feet
from the Northwest corner of said Section 16;

thence North 40° 43' 00" West 296.10 feet;

thence along the arc of a 200 foot radius curve to the right for an arc
distance of 130.38 feet;

thence North 3° 22' 00" West 297.21 feet;

thence along the arc of a 50 foot radius curve to the right for an arc
distance of 70.95 feet;



thence North 77° 56' 00" East 1045.34 feet;
thence along the arc of a 400 foot radius curve to the left for an arc
distance of 191.99 feet;
thence North 60° 26' 00" East 268.49 feet;
thence along the arc of a 200 foot radius curve to the left for an arc
distance of 180.29 feet;
thence North 1° 13' 00" West 76.32 feet to the terminus of said right-
of-way centerline, said point being South 10° 08' 38" East 2593.28 from the
Northwest corner of said Section 16.

The terms and conditions of this contract are as follows: The purchase price is \$10,000.00, being Nineteen hundred and forty dollars (\$19.00)) Dollars, of which
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
one hundred and forty dollars (\$14.00)) Dollars,
or more at purchaser's option, on or before the day of , 19 ,
and forty dollars (\$14.00)) Dollars,
or more at purchaser's option, on or before the day of each succeeding calendar month until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said
purchase price at the rate of 115% per cent per annum from the day of , 19 ,
which interest shall be deducted from each installment payment and the balance of such payment applied to reduction of principal.
All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

As referred to in this context, "date of closure" is 1932.

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, as his interest may appear, also to pay all premiums therefor and to deliver all policies and renewals thereof in any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is writing and attached to and made a part of this contract.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assignee shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now or said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration.

(5) In case any part of said real estate is taken for public use, the portion of the compensation awarded therefor after payment of reasonable expenses of removing the same shall be paid to the seller and applied as payment on the purchase price he is to receive the seller shall be allowed the purchaser to apply all or a portion of such compensation award to the resubdivision or reconstruction of any improvement damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of preventing the same shall be devoted to the restoration or resubdivision of such property to the seller in a reasonable time, unless otherwise stated that said proceeds shall be paid to the seller for application on the purchase price.

(6) This seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment thereto, issued by First National Title Insurance Company, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no covenants other than the following:

 - a. Prior general exceptions occurring in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the covenants hereunder is to be made subject; and
 - c. Any existing contract or agreement under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (6) shall be deemed defects in seller's title.

(6) 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 encumbrance 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 payment necessary to remove the same, and any payment so made shall be applied to the payments next falling due the seller under said contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty ~~title to said real estate, excepting any part thereof heretofore taken for public use, fees of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:~~

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate, until the date purchaser is entitled to possession.

(9) If the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on notice demand, all without prejudice to any other right the seller might have by reason of such default.

(10) This is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payment made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

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.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Robert J. Salter (SEAL)

John J. Kenney (SEAL)

James E. Peacock (SEAL)

James E. Peacock (SEAL)

STATE OF WASHINGTON,

County of Clallam

On this day personally appeared before me William Prokeski & Lincoln Prokeski
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that
they signed the same as John J. Kenney free and voluntary set and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 15th day of June, 1973
John J. Kenney
Notary Public to and for the State of Washington
residing at Clallam Bay, Washington

76556

STATE OF WASHINGTON
COUNTY OF SKAMANIA 151

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OR WRITING, FILED BY
Robert J. Salter
ON THIS DAY OF June, 1973
WAS RECORDED IN BOOK 65
OF deeds AT PAGE 650
RECORDS OF SKAMANIA COUNTY, WASH.
John J. Kenney
COURT CLERK
RECORDED BY John J. Kenney

JOHN J. KENNEY
NOTARY PUBLIC NO. 151
APPOINTED JUNE 1973
RECORDED JUNE 1973
RECORDED JUNE 1973