between

ESTATE CONTRACT

For Unimproved Property

September, 1913, 5th day of THIS CONTRACT, made this

hereinalter called the "seller" and MAKE RA WILLARD and SAHDRA X. WILLARD,

Thus and and wife,

Thus and and wife,

SAUNDERS,

hereinafür called the "purchaser,"

hus Jard and life

WITNESSELL! The seller grees it sell to the purchaser, and the purchaser alrees to purchase of the

County, r the following described real estate with the approxenances, situate in Skamania

A portion of Trace No. 10 of COLUMBIA RIVER ESTATES as more particularly there on a survey thereof recorded at page 364 of Bock of Miscellaneous Records under Ariditor's File No. 75556, Records of Skema is County, Washington; said red property being a portion of the West Holy of the Northington; said red property being a portion of the West Holy of the Northington; said red property being 2 north, Range 6 E. W. H., west Quarter (15 MAG) of Section 21, Township 2 North, Range 6 E. W. H., and more particularly described on Schedule "A" attached hareto.

Free of incumbrances, except: Easements of record including right of way for Road

for the use of the public as more particularly described on the aforesaid survey recorded at page 364 of Book J of Miscellaneous Records aforesafe, and by description thereof at page 358 of Book J of Miscellaneous Records, Skamania County, Washington.

On the following terms and conditions: The purchase price is One Thousand Three Hundred and) dollars, of which (\$ 1,300.00 200 - (\$ 300.00 Three Hundred and no/100ths 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 One Thousand and no/100ths (\$1,000.00) Pollars in monthly installments of Twenty-five and no/100ths (\$25.00) Pollars, or more, commencing on the 5th Twenty-five and no/100ths (\$25.00) Pollars, or more, commencing on the 5th Twenty-five and no/100ths (\$25.00) Pollars, or more, commencing on the 5th Twenty-five and every month thereafter day of October, 1973, and on the 5th day of each and every month thereafter until the full amount of the purchase price together with interest shall until the full amount of the purchase price shall ments shall include interest at the have been paid. The said monthly installments shall include interest at the have been paid. The said monthly installments shall include interest at the have been paid. The said monthly be applied first to interest and then the unpaid purchases reserve the right at any time they are not in the 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 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.

2130

TRANSACTION' EXCISE TAX

SE 14 1973
Amount Politing 92 5 , 1973. September The purchaser may enter into possession

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, 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 say 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 seiler by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seiler may be required to expand in procuring such manays.

It seller's title to said real estate it subject to an existing contract or contracts under which seller is purchasing said real estate, or any mottgage 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 make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments micessay to remove the default, and any payments so made shall be the right to make any payments meet 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 deed to the property, excelding any part which may have been condensed, from of inclimbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a fracemented filly insurance Company standard form purchaser's title policy when the purchaser shall lave paid. The purchase price in full insuring the title to said property with liability the same as the above purchase price, free from incumbrants except any which are assumed by the purchases or as to which the conveyance hereinider 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 by 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 improvedients placed upon the termination of the purchaser's rights all payments made hereunder, and all improvedients placed upon the premises shall be forfeited to the seller as it did added damages, and the seller shall commerce 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 rhistonable attorney's fee.

Service upon purchaser of all demaids, notices of other papers with respect to folicitum and termination of purchaser's rights may be made by United Stakes 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 scaled this contract the day and year first above written.

| ******** | Clura | I R | 1216 | (Seal) |
|----------|---------------------|---------|--------|--------|
| | indra K alter D. | - Guill | arf | (Seal) |
| 2 | Calter D. | - Divi | uders | (Seal) |
| X | Banner | - Jane | -Simpo | (Seal) |

STATE OF WASHINGTON,

County of Skamania

City and State

On this day personally appeared heliore me -EDWARD R. MILLARD and SANDRA K. WILLARD,

husband and wife, described in and who executed the within and foregoing instrument, and me known to be the individual s nowledgen that they and but see they and office the and voluntary act and deed, for the signed the same as

definy hand and official seal this

10th ember, 1973.

> Notary Public in and for the State of Washington, residing at Stevenson therein.

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| A Service of Transamerica Corporation | |
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| I HERCHY CLAMIFY THAT THE WITHIN |
| INSTRUMENT OF WEITING, PALED BY. |
| Solver O. Salveren |
| AT 9:15 A M. Sept 12 1928 |
| WAS RECOVERD IN BOOK 45 |
| WECORDS OF SKAMANIA COUNTY, W. |
| COUNTY AUD TOR |
| Phatrices |
| N CONTRACTOR |

SCHEDULE "A"

A tract of land located in the West Half of the Northwest Quarter (W2 MMG) of Section 23, Township 2 North, Range 6 E. W. M., described as follows:

Beginning at the northwest corner of Tract 10 as recorded in Book "" of Missellaneous Records at page 364, Records of Skamania County, Washington, said northwest corner being north 00° 36! 09" east 1,595.65 feet and south 89° 23' 51" east 659.33 full from the southwest corner of the said NM of Section 23 as measured along said west line of the NM and at a right angle from said west line; thence south 98° 54' 00" east along the north line of said Tract 10 a distance of 300 feet; thence south 00° 36' 09" west 327.98 feat to the west line of said Lot 10; thence north 37° 54' 33" wast 248.36 feet to a 202.11 foot radius curve to the left; thence along said 202.11 foot curve 49.75 feet; thence north \$2° 00' 43' west 78.23 feet to a 180.60 foot radius curve to the Pight; thence along said 180.60 foot radius curve 59.45 feet; thence north 33° 08' 56" west 13.05 feet to the point of beginning. Said tract containing 1.06 acres, more or less.



Column R. WILLARD Plank

Sandra K. Willard
SANDRA K. WILLARD

Walter D. Saunders

Shing Saunder

REAL ESTATE CONTRACT DATED SEPTEMBER 3 , 1973

EDWARD R. WILLARD and SANDRA K. WILLARD, husband and wife, as Sellers; and WALTER D. SAUNDERS and SHIRLEY J. SAUNDERS, husband and wife, as purchasers.