

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of September, 1973, between
 LEE H. SPRING, acting on behalf of various part- hereinafter called the "seller" and
 ners of a business as COLUMBIA RIVER ESTATES; hereinafter called the "purchaser,"
 ANDREW N. DEBRIAN, a single man,

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. 12 of COLUMBIA RIVER ESTATES as more particularly shown on
 a survey thereof recorded at page 364 of Book J of Miscellaneous Re-
 cords, under Auditor's File No. 75656, Records of Skamania County,
 Washington, said real property being a portion of the Northwest Quar-
 ter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 23, Township 2 North,
 Range 6 E. W. M., and consisting of 10.95 acres, more or less.

Free of incumbrance, except: Easements of record including rights of way for Roads
 "A" and "G" for the use of the public as more particularly described on the
 aforesaid survey recorded at page 364 of Book J of Miscellaneous Records afo-
 said, and by description thereof at page 358 of Book J Miscellaneous Records
 aforesaid.

On the following terms and conditions: The purchase price is Ten Thousand Five Hundred and
 no/100ths - (\$10,500.00) dollars, of which
 One Thousand Five Hundred Seventy-five and no/100ths - (\$1,575.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The purchasers agree to pay the remaining balance of the purchase price
 in the sum of Eight Thousand Nine Hundred Twenty-five and no/100ths
 (\$8,925.00) Dollars in ten annual equal installments of Eight Hundred
 Ninety-two and 50/100ths (\$892.50) Dollars, commencing on the 1st day of
 September, 1974, and on the first day of September of each year there-
 after 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 percent (8%) per annum computed on the diminishing
 principal basis and payable in addition to said installments on the an-
 nual 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 September 1, 1973

The property has been carefully inspected by the purchaser, and no agreements or representations pre-
 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

delivered to the purchaser a **warranty** deed to the property, containing any and all which may have been condemned, free of incumbrances except those above mentioned, and as to the same accrete hereafter through any process 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 perfect 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. 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)
(Seal)
(Seal)
Imbra N. DeBree (Seal)

2229

NO. 2229
TRANSACTION EXCISE TAX

NOV 14 1973
Amount Paid \$105.00
Paid to the State of Washington
Shannon County Treasurer
by *Barbara J. DeBree*

STATE OF WASHINGTON

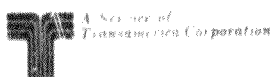
County of Skamania

On 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 purposes therein mentioned.

Witness my hand and official seal this 29th day of October, 1973.

Robert J. Salomon
Notary Public in and for the State of Washington,
residing at Stevenson therein.

Transamerica Title Insurance Co



Filed for Record at Request of

Name

Address

City and State

REGISTERED
INDEXED DIRECT
INDEXED
RECORDED
COMPARED
FILED 11-15-73

STATE OF WASHINGTON
TRANSMERICA TITLE INSURANCE CO. RECORDERS USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *Robert J. Salomon* OF *Stevenson WA* AT *3:00 PM* Nov 14 1973 WAS RECORDED IN BOOK *48* OF *Stevenson* AT *11:00 AM* RECORD OF SKAMANIA CO. INT. IN WA COUNTY CLERK

E. Maynard