

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of November, 1973, between
 LES H. QUIRING, acting in behalf of various partners
 doing business as COLUMBIA RIVER ESTATES, hereinafter called the "seller," and
 RICHARD LEE QUIRING, a single man, 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:

Tract No. 2, of COLUMBIA RIVER ESTATES as more particularly shown on a survey
 thereof recorded at page 364 of Book J of Miscellaneous Records, under An-
 notator's File No. 75656, Records of Skamania County, Washington, said real prop-
 erty being a portion of the East Half of the Northeast Quarter (E 1/2 NE 1/4) of
 Section 22 and of the West Half of the Northwest Quarter (W 1/2 NW 1/4) of Section
 23, Township 2 North, Range 6 E. W. M., and consisting of 11.5 acres, more
 or less.

Free of incumbrances, except: Easements of record including rights of way for Roads
 100' WEN and 100' for the use of the public as more particularly described on
 the aforesaid survey recorded at page 364 of Book J of Miscellaneous Records
 aforesaid, and by description thereof at page 358 of Book J of Miscellaneous
 Records aforesaid.

On the following terms and conditions: The purchase price is Twelve Thousand and no/100ths -
 (\$ 12,000.00) dollars, of which
 One Thousand Eight Hundred and no/100ths (\$ 1,800.00) 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 purchaser agrees to pay the balance of the purchase price in the sum of Ten
 Thousand Two Hundred and no/100ths (\$10,200.00) Dollars in annual installments
 of One Thousand Twenty and no/100ths (\$1,020.00) Dollars, or more, commencing on
 the 1st day of November, 1974, and on the 1st day of November of each year there-
 after until the full amount of the purchase price together with interest shall
 have been paid. The said annual installments shall include interest at the rate
 of eight per cent (8%) per annum computed upon the annual balances of the unpaid
 purchase price, and shall be applied first to interest and then to principal.
 The purchaser reserves the right at any time that he is 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.

This sale includes an appurtenant non-exclusive easement for the use of an existing
 road constructed over and across the northeasterly corner of Tract No. 2 of Colum-
 bia River Estates aforesaid, and is subject to a similar easement for the use of
 said road over and across the southerly 30 feet of said Tract No. 2.

The purchaser may enter into possession November 1, 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 the 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 money 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
 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 there-
 after be liable to make any payments necessary to bring the debt and any payments so made shall be
 applied to the purchase price, failing due by seller under said contract.
 If the purchaser fails, upon full compliance by the purchaser with his obligations herein, to execute and

delivery 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 of 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.

Lee H. Quiring (Seal)
Richard L. Quiring (Seal)
 (Seal)
 (Seal)



2235

No. _____
 TRANSACTION EXCISE TAX

NOV 19 1973

Amount Paid: \$2.00

Richard L. Quiring
 Skamania County Treasurer
 By Richard L. Quiring

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me

LEE H. QUIRING

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 uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of November, 1973.

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

76863

Transamerica Title Insurance Co

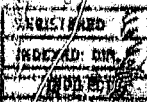
A Service of
 Transamerica Corporation

Filed for Record at Request of

Name _____

Address _____

City _____



STATE OF WASHINGTON - RECORDER'S USE: COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF CONVEYANCE FILED BY	
<u>Lee H. Quiring</u>	
ON <u>November 16</u>	
AT <u>9:30</u> A.M. <u>Nov 19</u> 19 <u>73</u>	
BY <u>Robert J. Salas</u>	
NOTARY PUBLIC - STATE OF WASHINGTON	