

REAL ESTATE CONTRACT

The Universal Land Mortgage

THIS CONTRACT, made this 1st day of November, 1973, between
 LEE H. GUTHRIE, acting on behalf of various partners
 doing business as COLUMBIA RIVER ESTATES, hereinafter called the "seller," and
 ELLIEN K. PUFF, a widow, 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. 3 of COLUMBIA RIVER ESTATES as more particularly shown in a survey
 thereof recorded at page 156 of Book 3 of Miscellaneous Records, under Aud-
 itor's File No. 75655, Records of Skamania County, Washington, said real prop-
 erty being a portion of the East Half of the Northeast Quarter (E1/2 NE1/4) of
 Section 22 and of the West Half of the Northwest Quarter (W1/2 NW1/4) of Section
 23, Township 2 North, Range 6 E., N. M., and consisting of ten acres, more or
 less.

Free of encumbrances, except Encumbrances of record including rights of way for roads
 "D" and "E" for the use of the public as more particularly described on the
 aforesaid survey recorded at page 364 of Book 3 of Miscellaneous Records
 aforesaid, and by description thereof at page 358 of Book 3 of Miscellaneous
 Records aforesaid.

On the following terms and conditions: The purchase price is TEN THOUSAND and 40/100
 FIVE THOUSAND and 10/100 (\$10,000.00 and \$5,000.00) dollars, of which
 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
 Five Thousand and no/100ths (\$5,000.00) Dollars in annual installments of
 Five Hundred and no/100ths (\$500.00) Dollars, or more, commencing on the 1st
 day of November, 1974, and on the 1st day of November of each year thereafter
 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
 seven per cent (7%) 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 she 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 on the southerly 30 feet of Tract No. 2 of Columbia
 River Estates aforesaid, and is subject to a similar easement for the use of
 said road over and across the northeasterly corner of said Tract No. 3.

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 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 proceeding with moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller
 is making 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 payment of the debt due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

and to the property, including the right to sell the same, except that the seller shall not be liable for any loss or damage to the property caused by fire or other cause not within the control of the seller.

The seller agrees to furnish a Title Insurance Company standard first mortgage title policy when the purchaser shall have paid the cash payment for the full purchase price of the property, and the seller shall be responsible for the cost of such policy, except any amount assumed by the purchaser or as indicated in the conveyance hereunder to be the 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 terminate. 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 fulfillment 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.

Leslie R. Hugg (Seal)
Medford K. Hugg (Seal)
(Seal)
(Seal)

2246

TRANSACTION EXCISE TAX

NOV 24 1973

Amount \$100.00

Medford K. Hugg
Deed and County Treasurer
By *Leslie R. Hugg*

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me *Leslie R. Hugg*

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.

Witness my hand and official seal this *24th* day of November, 1973.

Leslie R. Hugg
Notary Public in and for the State of Washington,
residing at Stevenson therein.

76686

Transamerica Title Insurance Co



A Division of
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<i>E</i>
INDEXED	<i>E</i>
FILED	<i>E</i>
RECORDED	<i>E</i>
CHARGED	<i>E</i>
MAILED	<i>E</i>

NOTARIES RESERVE FOR THEIR USE COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS THE FREE AND VOLUNTARY ACT AND DEED OF <i>Leslie R. Hugg</i> OF <i>Stevenson</i> AT <i>12:00</i> <i>NOV 26 1973</i> WAS RECORDED IN BOOK <i>65</i> OF <i>112</i> <i>NOV 26 1973</i> RECORDS OF SKAMANIA COUNTY, WASH. <i>UP to date</i> COUNTY CLERK <i>E. H. Hugg</i>	