

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of December, 1973, between

LYLE G. VAN CAMP and HONEY M. VAN CAMP,
husband and wife,

hereinafter called the "seller" and

LAWRENCE V. KRUG and SUSAN A. KRUG,
husband and wife,

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:

The North Half of the Southeast Quarter of the Southeast Quarter
(N½ SE¼ SE¼) of Section 24, Township 3 North, Range 7 E. W. M.

Free of incumbrances, except: None.

Purchasers shall have the right to construct across other property of the sellers in said Section 24 a temporary access road connecting with County Road No. 2028 designated as the Loop Road; but purchasers' right to the use of said road shall terminate in any event not later than December 1, 1977. Said road shall be located by mutual agreement of the parties.

On the following terms and conditions: The purchase price is Eight Thousand and no/100ths (\$ 8,000.00) dollars, of which Two Thousand and no/100ths (\$ 2,000.00) 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 amounting to Six Thousand and no/100ths (\$ 6,000.00) Dollars as follows:

\$1,000.00, without interest, on or before December 1, 1974;
\$1,000.00, without interest, on or before December 1, 1975;
\$2,000.00, without interest, on or before December 1, 1976; and
\$2,000.00, without interest, on or before December 1, 1977.

The unpaid purchase price shall bear no interest, but, in the event that any of said installments is not paid promptly when due, the unpaid purchase price shall then bear interest at the highest legal rate.

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.

No. 2257
TRANSACTION EXCISE TAX

The purchaser may enter into possession December 1, 1973.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save as set forth 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 amount 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 furnishing said real estate, or any mortgage or other obligation, (which or which is to pay seller agrees to make such payments) in accordance with the terms thereof, and upon default, the purchaser shall be obligated 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 agreement, herein, to execute and

deliver to the purchaser a warranty deed to the property, excepting any lien which may have been concerned, 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 purchase price in full 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 or agreement hereof promptly at the time and in the manner herein provided, 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.

Lyle G. Van Camp (Seal)
Nancy M. Van Camp (Seal)
James H. Van Camp (Seal)
Susan H. Van Camp (Seal)



STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me

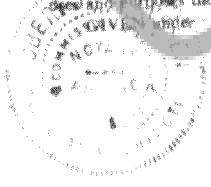
LYLE G. VAN CAMP and NANCY M. VAN CAMP, husband and wife,

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th

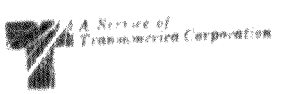
day of November, 1973.

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



76925

Transamerica Title Insurance Co.



Filed for Record at Request of

Name _____
Address _____
City and State _____

RECEIVED
INDEXED
FILED
NOV 30 1973
COMMERCIAL
MAILED

THIS PAGE OBSERVATION RECORDER'S USE:
COUNTY OF SKAMANIA, WA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FIRST BY
Lyle G. Van Camp
OF Stevenson, WA
AT 3:00 P.M. ON Nov 30 1973
WAS RECORDED IN BOOK 45
PAGE 944 IN THE
RECORDS OF THE CLERK OF COUNTY OF SKAMANIA, WASH.
Robert J. Salomon
Notary Public