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BOOK 65 PAGE 965

Pioneer National
and Insurance Company
WASHINGTON FIELD OFFICE

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 19th day of January, 1973

Between OWEN FORT J. LOIS VOST, husband and wife,

hereinafter called the "seller," and JOSEPH H. SMITH & LOEVA M. SMITH, husband and wife,

hereinafter called the "purchase,"

WITNESSETH that the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described land, with the appurtenances in SKANANIA County, State of Washington

A portion of Section 6, Township 1 North, Range 6 East of the Willamette Meridian, Skanania County, Washington, described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of said Section 6;

thence South 88° 46' 30" East along the North line of said Southeast Quarter of the Southeast Quarter of the Northwest Quarter 656.71 feet to the Northeast corner thereof;

thence South 87° 10' 11" East along the North line of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 6, 627.35 feet to the line extending Southerly to the "Cascade Road" from the "mouth of the canyon" as established in Skanania Superior Court Case No. 4879-C;

thence South 15° 08' 45" East along said line 62.60 feet to an iron pipe in the "Cascade Road";

thence South 81° 09' 10" West along said "Cascade Road" 155.24 feet to an iron pipe;

thence South 66° 08' 28" West along said "Cascade Road" 168.20 feet to an iron pipe;

thence South 44° 59' 38" West along the line going "south to a stone marked '1'" as established in said court case, 450.48 feet, more or less, to the North right-of-way line of state Highway 14;

thence South 69° 58' 30" West along said right-of-way 1128.40 feet to the West line of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 6;

thence North 1° 11' 57" East along said West line and the West line of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 6, 1189.67 feet, more or less, to the point of BEGINNING. Containing 20.91 acres more or less.

The terms and conditions of this contract are as follows: The purchase price is Four thousand three hundred and no/100 dollars, of which one thousand hundred and no/100 dollars have been paid the receipt where, a hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Three hundred seventy eight and no/100 (\$378.00) dollars or more at the purchaser's option on or before the 1st day of May, 1973, and Three hundred seventy eight and no/100 (\$378.00) dollars or more at the purchaser's option on or before the 1st day of each third month thereafter until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing principal balance of said purchase price at the rate of at our own from the 1st day of February, 1973, until the same shall be completely paid. Each installment payment and the balance of each payment shall be in full of principal.

Entire balance shall be paid no later than February 1, 1981.

No. 2268
TRANSACTION EXCISE TAX

DEC 16 1973
Amount Paid: \$4.00
Dwight O. Bennett
Seal County Treasurer
Bentley, Idaho
Bentley, Idaho

All payments to be made hereunder shall be made in full to the seller or to such other place as the seller may direct in writing. February 1, 1973

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments of any kind as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured by the actual cash value thereof against loss or damage by such fire and windstorm in a company acceptable to the seller, and for the seller's benefit, at his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement filed or is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the consideration award remaining after payment of reasonable expenses of recovering the same shall be paid to the seller and applied in payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration as such. The remainder of recovery of any improvements damaged by such taking, in case of damage or destruction from a real estate against the payment of such insurance remaining after payment of the reasonable expense of protecting the same shall be deemed to be the proceeds of such improvements, unless a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agree to deliver within 15 days of the date of closing, a purchaser's policy of title insurance (a standard form, or a commitment or report, issued by a member of the Title Insurance Company), insuring the purchase to the full amount of the purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

1. Printed general exceptions concerning the said policy here;
2. Any or all exceptions which by the terms of this contract the purchaser is to assume, or as to which the responsibility hereunder is to be made subject, and;
3. Any existing contract or contracts under which title is purchased said real estate, and any assignment or their obligations, which under by the terms of this contract shall be paid for the purpose of this paragraph (5), shall be deemed to exist in seller's title.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and written above.

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