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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 & LOIS FORT, 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 SKAMANIA County, State of Washington

A portion of Section 6, Township 1 North, Range 6 East of the Willamette Meridian, Skamania 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 Skamania 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 applied first to interest and then to 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 at Bentley, Idaho or at 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, as 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 agent against the payment of such insurance remaining after payment of the reasonable expense of procuring the same shall be deemed to be the retention of a remainder of such improvements upon 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 Seal County 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 record documents concerning said policy herein;
2. Lien or encumbrance in whole or in part 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 agreement under which title is purchased and real estate and any easement or other obligation, which, under the terms of such contract or agreement, shall be deemed to exist in seller's title.

(8) If either party in or to real estate is subject to an existing contract or contracts, whether or not in writing, such contract or contracts shall be null and void, and the parties shall be deemed to have agreed to make such payments as may be necessary to carry out the intent of the contract, and a contract in writing shall be subject to the same.

(9) The parties shall be deemed to have agreed to make such payments as may be necessary to carry out the intent of the contract, and a contract in writing shall be subject to the same.

(10) If a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the day of closing and to remain in possession so long as the purchaser is not in default hereunder. The purchaser covenants to keep the building and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all water, installation or construction charges for water, sewer, electricity, gas, and other utilities furnished to said real estate after the date purchaser is entitled to possession.

(11) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum from the date of payment until repaid, shall be repayable by purchaser on seller's demand, at without prejudice to any other remedy the seller may have by reason of such default.

(12) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein as to make any payment required hereunder promptly at the time and in the manner herein provided, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller, as liquidated damages, and the seller will have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

So vice upon purchase of all demands, notices or other papers with respect to foreclosure and termination of purchaser's rights hereunder by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(13) Upon seller's election to bring suit to enforce any provision of this contract, including suit to collect any payment hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and any sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder and a judgment is entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

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

[Signature]
John M. Smith
[Signature]
John M. Smith
[Signature]
John M. Smith

STATE OF WASHINGTON

County of CLATSOP

On this day personally appeared before me JOHN VOGL & LOUIS VOGL

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

GIVEN under my hand and official seal this 19th day of August, 1975

[Signature]
N. C. Wedekind
Notary Public in and for the State of Washington
residing at [unclear]

76955

RECORDED
INDEXED
FILED
SERIALIZED
MAILED

STATE OF WASHINGTON
COUNTY OF CLATSOP
I HEREBY CERTIFY THAT THE WITHIN
DEED, AND THE INSTRUMENTS
OF AND TO THE WITHIN
AT 2000 N. 10th St.
PASSED BY ME ON 8/19/75
IN 10000
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
N. C. WEDKIND

[Signature]
John M. Smith
10000

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
N. C. WEDKIND