

REAL ESTATE CONTRACT

THIS CONTRACT was made and entered into this 28th day of June, 1974, by and between E. B. HIGHFIELD and PEARL HIGHFIELD, husband and wife, hereinafter called the "sellers", and LOUIS LA RUE and LVEL M. LA RUE, husband and wife, hereinafter called the "purchasers", WITNESSETH:

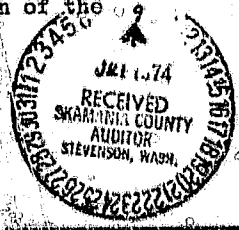
The sellers do hereby sell to the purchasers, and the purchasers agree to buy of the sellers, the following described real estate with the appurtenances thereon, situated in Skamania County, State of Washington:

A tract of land in Section 11 adjoining Lots 10 and 11 of SUNSHINE ACRES, commencing at the SW corner of Lot 12 of SUNSHINE ACRES; thence S 37° 12' W to initial point; thence S 74° 12' E to intersection with easterly line of Lot 10; thence N 47° 22' W to SW corner of Lot 11; thence N 37° 12' E to initial point. ALSO, Lots 5 through 11 of SUNSHINE ACRES. 6.85 acres, more or less. (T1N R 5 E.W.M.)

The terms and conditions of this contract are:

The purchase price is Fifteen Thousand Dollars (\$15,000.00), of which Five Thousand Dollars (\$5,000.00) is to be paid as a downpayment within thirty (30) days from the date hereof, and the balance of Ten Thousand Dollars (\$10,000.00) shall be paid as follows: In monthly installments of \$201.51 each, over a period of sixty (60) months, beginning with the 15th day of August, 1974, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at 7 3/4% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to purchaser to make larger payments at any time, or to pay the contract in full, without penalty.

The purchasers are entitled to physical possession of the premises on July 5, 1974.



It is agreed between the parties hereto that this contract may be pledged, hypothecated, assigned or transferred subject to seller's approval in writing.

The taxes for the year 1974 shall be pro-rated between the parties, and the purchaser agrees to pay before delinquency all other taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate. Purchaser agrees to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire.

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises or any part thereof for any illegal purpose.

In the event that the purchaser shall fail to make any payment hereinbefore provided, the sellers may pay such taxes or assessments and effect such insurance, and any amount so paid by the sellers shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 10% per annum until paid, without prejudice to any other rights of sellers by reason of such failure.

The purchaser agrees that a full inspection of the premises has been made, with particular reference to utility services available, and hereby states that no representations whatsoever have been made to him regarding the same.

At such time as payments under this contract have been paid in full, the seller agrees to procure a purchaser's policy of title insurance, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the sellers to the real estate herein described or by reason of prior liens not assumed by the purchaser in this contract.

STATE OF FLORIDA)
) SS.
County of Charlotte)

THIS IS TO CERTIFY that on this 2nd day of July, 1974,
personally appeared before me E. B. HIGHFIELD and PEARL HIGH-
FIELD, husband and wife, to me known to be the persons named
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 mentioned.

GIVEN UNDER my hand and official seal this 2nd day
of July, 1974.

2666
TRANSACTION EXCISE TAX Notary Public in and for the State of
Florida, residing at Port Charlotte, FL
JUL 9 1974
Amount Paid 150.00
Michael D. Starnell
Skamania County Treasurer
By _____
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 2, 1977
AGREES TO ACCEPT THE OFFICIAL INFORMATION PROVIDED HEREIN

STATE OF WASHINGTON)
) SS.
County of Skamania)

THIS IS TO CERTIFY that on this 28 day of July, 1974,
personally appeared before me LOUIS LA RUE and MARVEL M. LA RUE,
husband and wife, to me known to be the persons named 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 mentioned.

GIVEN UNDER my hand and official seal this 28 day of
July, 1974.

Stan Stinson
Notary Public in and for the State of
Washington, residing at Stinson



The sellers agree, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchaser a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except any that may accrue hereafter through any person other than the sellers.

Time is of the essence of this agreement. If the purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchaser's rights hereunder terminated, and upon their doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at such address as the purchaser shall indicate to the seller in writing. No waiver by the sellers of any default on the part of the purchasers shall be construed as a waiver of any subsequent default.

Upon sellers' election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses in connection with such suit.

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

Edwin B. Headfield
Pearl A. Headfield
(Sellers)

Louis L. Price
Manuel M. La Pen
(Purchaser)

No. 2666
TRANSACTION EXCISE TAX
JUL 9 1974
Amount Paid 150.00
Orlando O. DeWitt
Skamania County Treasurer
By