

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 17th day of July, 1974

Kenneth E. Looker and Elizabeth C. Looker H/W hereinafter called the "seller" and
 Jon A. Stevens and Joyce E. Stevens H/W 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 East Half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian; EXCEPT any portion thereof lying within the South 660 feet of the West 1320 feet of said Southwest Quarter of the Northeast Quarter of said Section 19; AND EXCEPT an easement 60 feet in width along the Southern Boundary of said East Half of said Northwest Quarter of said Southwest Quarter of the Northeast Quarter of said Section 19; AND TOGETHER WITH the right of ingress, egress, and utilities in common with others over and across an easement 60 feet in width along the Southern Boundary of said Northwest Quarter of said Southwest Quarter of the Northeast Quarter of said Section 19.

RESERVING UNTO THE seller an easement for water pipe line and utility line as it now exists over and across the parcel herein described a meter of record. 2711

No. _____
 TRANSACTION EXCISE TAX

JUL 22 1974

Amount Paid: \$7200.00

On the following terms and conditions: The purchase price is Seven Thousand Two Hundred and no/100 Skamania County Treasurer (\$7200.00) dollars, of which

One Thousand Four Hundred and no/100 (\$1400.00) dollar

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: Fifty and no/100 Dollars or more at purchasers option on or before the 17th day of August 1974 and Fifty and no/100 Dollars at purchasers option on or before the 17th day of each succeeding calendar month for a period of twelve months, beginning with the thirteenth month the monthly payments there shall be Seventy Seven and no/100 Dollars or more at purchasers option and remains such each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9 per cent per annum from the 17th day of July 1974, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made to 36702 S.E.

40th St. Washougt Wash.
 Purchasers shall have the right to deed released to any parcel of two acres or more on payment of an additional sum of One Thousand Four Hundred and no/100 (\$1400.00) Dollars per acre. All costs in connection with the aforementioned deeds in partial fulfillment shall be borne by the purchaser herein.

The purchaser may enter into possession July 17, 1974

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining 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 procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing 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 payments next falling due the seller under this contract.

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

deliver to the purchaser a statutory warranty which may have been condemned, free of incumbrances except those above mentioned, and any that may hereinafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company (standard) and purchaser's title policy, when the purchaser shall have paid two installments or (60 days) on 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.

This is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any part of or agreement hereof promptly at the time and in the manner herein required, the seller may elect to terminate 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.

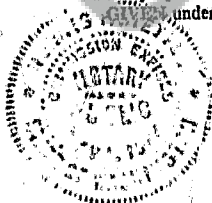
Kenneth E. Locke (Seal)
Elizabeth C. Locke (Seal)
John A. Stevens (Seal)
James E. Stevens (Seal)

STATE OF WASHINGTON,

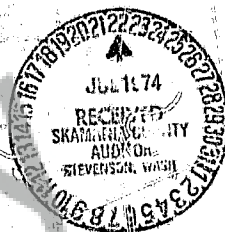
County of Clark

On this day personally appeared before me Kenneth E. Locke and Elizabeth C. Locke, husband and wife to me known to be the individual 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 18th day of July, 1974.



Tom P. Rice
Notary Public in and for the State of Washington,
residing at Washougal



77934

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED
EXEMPT
PROPERTY
INTEREST
APPROVED
MAILED

STATE OF WASHINGTON	
COUNTY OF CLATSOP RECORDER'S USE	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Robert J. Salomon</u>	
ON <u>July 23, 1974</u>	
AT <u>12:10 P.M.</u>	
WAS RECORDED IN BOOK <u>67</u>	
ON <u>Page 128</u> AT PAGE <u>128</u>	
RECORDS OF CLATSOP COUNTY, WASH.	
<u>H.P. Todd</u>	
COUNTY AUDITOR	
BY <u>P. Brown</u>	
DEPUTY	