

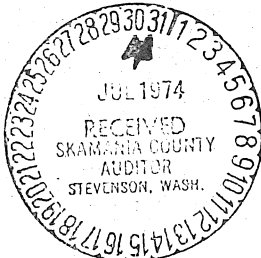
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REAL ESTATE CONTRACT

1. Effective Date. July 31, 1974
2. Seller. Steven R. Rosen, a single person,
Box 323, Skamania Route
Stevenson, Washington
3. Purchaser. John Gittins
Box 324, Skamania Route
Stevenson, Washington
As to an undivided 1/3 interest

Myron Schwartz
Box 324A, Skamania Route
Stevenson, Washington
As to an undivided 1/3 interest

Melvin Frice and Mary Sue Frice, husband and wife
Route 1, Box 394
Scappoose, Oregon 97054
As to an undivided 1/3 interest
4. Property Sold. The seller agrees to sell to the purchaser, and the purchaser agrees to buy from the seller, the real estate, with the appurtenances thereon, situated in Skamania County, Washington, as more particularly described on Exhibit "A" attached hereto and by reference made a part of this contract.
5. Payment Terms. The terms and conditions of this contract are: Purchase price of the real estate is \$2,000.00, of which \$1,660.00 has been paid, the receipt of which is hereby acknowledged. The balance of \$340.00 shall be paid in monthly installments of \$60.00 beginning August 3, 1974 and continuing monthly on the third day, thereafter until the balance of the purchase price is fully paid. The unpaid balance of the purchase price shall bear no interest. Permission is granted to purchaser to make larger payments at any time, or to pay this contract in full.
6. Encumbrance. It is understood that seller is a contract vendee of the property and the seller agrees to pay such contract obligation and will not let the same get in default during the term of this contract. In the event seller fails to make payments on the obligation, purchaser may do so and such payments shall be credited toward the payments due under this contract.
7. Possession. The purchaser is entitled to physical possession on the effective date of this contract.
8. Prorate Items. There will be no proration of taxes between the seller and purchaser.
9. Future Taxes. The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate.
10. Acceptance of Premises. The purchaser agrees that a full inspection of the premises has been made. The seller shall not be liable under any agreement with respect to (a) the condition of the premises, or (b) any service, installation, maintenance, or construction charges for sewer, water or electricity.

TRANSACTION EXCISE TAX

JUL 31 1974

Amount Paid 20.00

Skamania County Treasurer

OFFICES OF
Landerholm, Memovich,
Lansverk, Whitesides, Marsh,
Morse & Wilkinson, Inc., P. S.
P. O. Box 1086
1111 Broadway
Stevenson, Washington 98660
693-3637

11. Title Insurance. The seller shall not be obligated to provide title insurance to the purchaser. Purchaser will secure title insurance at their own expense.

12. Advancements by Seller. In case the purchaser fails to make any payment to others as herein provided or to maintain insurance as required herein, 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 12% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights the seller might have by reason of such default.

13. Default Provisions.

(a) Right to Collect Payments. Seller may elect to bring an action on any overdue installment or on any payment or payments made by seller and repayable by purchaser. The promise to pay intermediate installments is independent of the promise to make a deed.

(b) Forfeiture Provisions. Time is of the essence of this contract. No waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon his doing so, all payments made by the purchaser and all improvements placed upon the real estate 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. A 30-day notice of intent to declare a forfeiture shall be made by seller in writing. Within the 30-day period the purchaser shall have the right to remove the grounds for forfeiture specified in the notice. Purchaser shall not be reinstated, however, until the purchaser has paid to the seller all reasonable and necessary expenses that seller has incurred in the declaration and service of such notice, including a reasonable attorney's fee.

(c) Notice Provisions. Service of all demands or notices pursuant to this contract may be made by certified mail, postage prepaid, return receipt requested, directed to the purchaser or seller at his last known address. The time specified in any notice shall commence to run from the date of the postmark.

(d) Attorney's Fees.

(1) If this contract or any obligation contained in it is referred to an attorney for collection or realization, purchaser agrees to pay a reasonable attorney's fee (including fees incurred with or without legal suit), expenses of title search and all other legal expenses.

(2) In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party a reasonable attorney's fee, together with all costs and expenses incurred in connection with such action, including the reasonable cost of searching records to determine the condition of title at the time suit is commenced.

14. Condemnation. In the event of the taking of any part of the property for public use, all of the monies received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the seller may be required to expend in procuring such money.

15. Fulfillment Deed. On full payment of the purchase price and interest in the manner hereinbefore specified, the seller agrees to execute and deliver to purchaser a Warranty Deed to the property, free and clear of any encumbrances, except those mentioned herein, and any that may accrue hereafter due to any person other than the seller. Seller shall have secured title to the sold premises at or prior to the completion of payments by purchaser.

16. Nuisance. The purchaser will not create a nuisance or commit waste on the premises.

17. Late Charges. In the event the purchaser shall be delinquent more than fifteen (15) days in making any payment, a late charge of four (4%) percent of the delinquent payment or payments shall be made. The late charge will be computed monthly on all sums which are delinquent.

18. Assignment. The purchaser shall not sell the foregoing real property by contract of sale, nor assign this document, nor sell, transfer all of or any portion of the described premises without first obtaining written consent of the seller.

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 31st day of July, 1974.

SELLER:

Steven R. Rosen
Steven R. Rosen

PURCHASER:

John V. Gittins
John Gittins

Myron Schwartz
Myron Schwartz

Melvin S. Price
Melvin Price

Mary Sue Price
Mary Sue Price

No. 2738

TRANSACTION EXCISE TAX

JUL 31 1974

Amount Paid 2.00

Michael D. Daniel
Skema's County Treasurer

By

STATE OF WASHINGTON)
 : ss.
 County of Clark)

On this day personally appeared before me STEVEN R. ROSEN, a single person, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of
 , 1974.

[Signature]

[Signature]

Notary Public in and for the State of
 Washington, residing at Vancouver.

Unofficial Copy

EXHIBIT "A"

BEGINNING at the Northwest corner of the South half of the South half of the Northwest quarter of the Northeast quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, and continuing South along the West line of the Northwest quarter of the Northeast quarter and the West line of the Southwest quarter of the Northeast quarter a distance of 416 feet; thence East parallel to the South line of the Northwest quarter of the Northeast quarter a distance of 208 feet; thence North parallel to the West line of the Northeast quarter a distance of 208 feet; thence East parallel to the South line of the South half of the Northwest quarter of the Northeast quarter a distance of 208 feet; thence North parallel to the West line of the Northwest quarter of the Northeast quarter a distance of 208 feet; thence West along the South line of the North half of the South half of the Northwest quarter of the Northeast quarter to the point of beginning.

TOGETHER WITH an easement for purposes of ingress, egress and utilities across an existing road over the seller's adjoining property in the Northwest quarter of the Northeast quarter of said Section 28, Township 2 North, Range 6 East of the Willamette Meridian, the exact location of which is to be determined by seller, to a private road which runs along the existing boundary of seller's property. Seller makes no warranty or guaranty of access over the private road above mentioned.

ABOVE DESCRIPTION APPROVED:

Steven R. Rosen
Steven R. Rosen

John V. Gittins
John Gittins

Myron Schwartz
Myron Schwartz

Melvin S. Price
Melvin Price

Mary Sue Price
Mary Sue Price

No. 2738

TRANSACTION EXCISE TAX

JUL 31 1974

Amount Paid...20.00

Michael D. Danner
Skamania County Treasurer

By