MILWA

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 4th day of September, 1974,

MENNETH R. HERMANSON and MANCY A. HERMANSON, his wife,

bereinafter called the "seller," and LAWRENCE E. HENDRICKSON and MARGARET L. HENDRICKSON, husband and wife,

bereinafter called the "purchaser,"

WITNESSETH; That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

A tract of land, including water rights and appurtenant easements, in the Jos. Robbins D. L. C. more particularly described on Schedule attached hereto.

EIGHTEEN THOUSAND and NO/LOO The terms and conditions of this contract are as follows: The purchase price is (\$ 18,000.00) Dollars, of which TWO THOUSAND and NO/100 (\$2,000,00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of "Le purchase price in the sum of "ixteen Thousand and No/100 (\$16,000.00) Dollars in monthly installments of time Hundred Fortyone and 40/100 (\$141.40) Dollars, or more, commencing on the fourth day of Catober, 1974, and on the fourth day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the race of eight and three-fourths percent (8-3/4%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due.

When the unpaid balance of the purchase price shall have been reduced to Twelve Thousand and No/100 (\$12,000.00) Dollars, the purchasers shall be entitled to a deed nolease to the north half of the said premises (not including existing improvements) and access thereto from State Road No. 14.

All payments to be made hereunder shall be made at 1840 N. F. 177+1. Fortland, Crogon or at such other place as the seller may direct in writing. September 4, 1974. As referred to in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter and grantee hereafter become a lien on said real estate; and if by the terms of this contract or other encurabrance, or has assumed payment of any mortgage, contract or other encurabrance, 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 to the actual cash value thereof against loss or damage by both fare 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

(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 relied on is contained herein or is in writing and attached to and made a part of this contract. in writing and attached to and made a part of this contract.

(4) The purchaser assumes all bazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, aid of the taking of sold 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 condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of improvements damaged by such taking, in case of damage or destruction from a peril insured against, the proceeds of such improvements, within a reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements, within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

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

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and As weighted contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) 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 roller 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 dut the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach efter date of closing through any person other than the seller, and subject to the following:

- Right of way and limited access granted to the State of Washington for Primary State Highway No. 8 by deed dated February 8, 1955, and recorded at page 257 of Book 39 of Deeds, Records of Skamania County, Washington; and
- (b) Easements and rights of way of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of classified to retain possession so long as purchaser is not in default hercunder. The purchaser covenants to keep the buildings 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 service, installation or construction charges for water, sewer, electricity, garbage or other utility services (utraished to said real estate after the date purchaser is entitled to possession.

(9) 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 thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fall to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, 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 shall have right to re-enter and take possesson of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construct as a waiver of any subsequent default.

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 pro-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

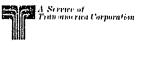
(11) Upon seller's election to bring auit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment 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 judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also 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 WITCHESS WHEREOF, the carties hereto have executed this instrument as of the date first written above.

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TRANSACTION EXCICE TA	(SPAL)
STATE OF WASHINGTON, Ambunicar 1 County of Skamana County frequency for this day personally appeared before the KENNETH A H	(SEAL)
to me known to be the individual a described in and who executed the riney signed the same as their therein mentioned.	
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Transamerica Title Insurand	ATTHES SPACE SHEEKEND FOR SECONDER'S USE



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SCHEDULE A

A tract of land located in the Jos. Robbins D. L. C. described as follows:

Beginning at the southeast corner of the Gunnar Johnson tract as described in deed recorded at page 418 of Book U of Deeds, Records of Skamania County, Washington, said corner being 1010 feet w.st of the corner common to Sections 26, 27, 34 and 35, Township 3 North, Range 8 E. h. M., thence west 89.2 feet; thence north 66° 31' west along the northerly right of way line of State Highway No. 8 as the same was located on February 21, 1946, a distance of 255.6 feet to the initial point of the tract hereby described; thence from said initial point north 31° 53' east 92.8 feet; thence north 18° 25' east 141.5 feet; thence north 11° 43' west 231.8 feet; thence north 05° 06' east 140 feet to a point 682 feet north of the south line of said Gention 27; thence west 396 feet to the west line of the said Gunnar Johnson tract; thence south to the northerly right of way line of said State Highway No. 8 as of the said; thence easterly along the northerly right of way line of the said State Highway No. 8 as of the way No. 8 to the initial point;

TOGETHER WITH all water rights and appurtenant easements as more particularly cc-cribed in deed dated November 16, 1942, and recorded at page 367 of Book 29 of cc. Records of Skamania County, Washington;

AND TOGETHER WITH a surface water right granted by the State of Washington on the last? 9, 1950, and recorded at page 592 of Book G of Miscellaneous Records of Skanania County, Washington.

KENNETH R. HERMANSON

Mercy a Hermanson

LAWRENCE E. HENDRICKSON

MARGARET L. HENDRICKSON

Esterna Maria