

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 18th day of October, 1974, between  
 DARYL L. YEAGER and JEANINE YEAGER,  
 husband and wife,

hereinafter called the "seller" and

ROBERT P. LEE, a single man,

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:

Lots 1, 3 and 8 of YEAGER HAVEN according to the official plat thereof on  
 file and of record at page 134 of Book A of Plats, Records of Skamania  
 County, Washington.

TOGETHER WITH easements for water pipelines as shown on said plat.

Free of incumbrances, except: None.

Purchaser agrees to pay the 1% Excise Tax, the cost of title insurance and state  
 conveyance tax stamps, and all other closing costs incurred in completing this  
 sale.

On the following terms and conditions: The purchase price is Thirteen Thousand Five Hundred  
 and No/100 - - - - - (\$13,500.00) dollars, of which  
 None - - - - - (\$- - -) dollars  
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
 purchase price as follows:

The purchaser agrees to pay the purchase price in the sum of Thirteen Thousand  
 Five Hundred and No/100 (\$13,500.00) Dollars in monthly installments of One  
 Hundred and No/100 (\$100.00) Dollars, or more, commencing on the 3rd day of  
 January, 1975, and on the 3rd 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 rate of seven per-  
 cent (7%) per annum computed upon the monthly balances of the unpaid purchase  
 price, and shall be applied first to interest and then to principal. The pur-  
 chaser reserves the right at any time he is 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 purchase price has been reduced to Five Thousand Four Hundred  
 and No/100 (\$5,400.00) Dollars sellers agree to release by deed to the pur-  
 chaser Lot 1 aforesaid; and when the purchase price has been further reduced  
 to Three Thousand Two Hundred Forty and No/100 (\$3,240.00) Dollars sellers agree  
 to release by deed to the purchaser Lot 8 aforesaid.

This contract shall not be assigned without the express written consent of the  
 sellers, and any purported assignment thereof without such consent shall be  
 null and void.

The purchaser may enter into possession immediately.

The property has been carefully inspected by the purchaser, and no agreements or representations per-  
 taining 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

