REAL ESTATE CONTRACT

For Unimproved Property

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

October, 1974, hetween

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 Washington:

Skamania

County,

Lots 1, 3 and 8 of YLAGER 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.

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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, commending 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 percent (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 purchaser 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 purchaser 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 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 therent, 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 warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may

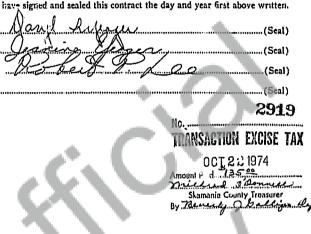
accrue hereafter through any person other than the seller. The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title

policy when the purchaser shall have paid insuring 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.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the canner herein required/the seller may elect to declare 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 scaled this contract the day and year first above written.



STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me DARYL L. YEAGER and JEANINE YEAGER, husband and wife,

described in and who executed the within and foregoing instrument, and to me known to be the individual s the acknowledged that they signed the same as free and voluntary act and deed, for the user and purposes therein mentioned.

GIVEN under my hand and official seal this

18th

ctober, 1974. Jalven

Notary Public is and for the State of Washington, residing at Stevenson, Weshington.

78350

Transamenca Title Insurance Co



Filed for Record at Request of

Name	RIGISTERED A
Address	INDIRECTION
	RECORDED:
	COMPARED

COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMBNT OF WEITING, FIL D BY.
John Challe Com
or Mexicon Da
AT 12:15 M (Cel 22 1974
WAS RECORDED IN DOOK 67
OF CLEER AT PAGERIS
RECORDS OF SKAMANIA COUNTY, WASH
COUNTY AUDITOR