

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 21st day of January, 1975

between

EDITH M. HOLIEN, a widow

hereinafter called the "seller" and

JOHN GAETH & ADELINE GAETH, husband and

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: In Section 36, Township 3, Range 7, E.W.M.

Lots 16, 17, 18, and 19 of Iman Rock Creek Tracts, according to the official Plat thereof, on Page 118, Book A of Plats, on file and of record in the office of the Auditor of Skamania County, Washington.

Free of incumbrances, except.

None

On the following terms and conditions: The purchase price is Eight Thousand Dollars

(\$8,000.00) dollars, of which

One Thousand Dollars (\$1,000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Seven Thousand Dollars (\$7,000.00) balance payable on monthly installments of One Hundred Twenty Dollars (\$120.00) per month including 7% per annum interest upon the unpaid balance. Said installment shall be applied first to interest and then to principle. Principle and interest shall be payable at the Columbia Gorge Bank Stevenson, Washington.

Should default be made in any payment of any installment when due, the whole sum of principle and interest shall become immediately due and collectable at the option of the seller.

If this contract is placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principle or interest of this contract, the Purchasers promise to pay a reasonable attorney's fee and Court costs.

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 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 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 he of promptly at the time and in the manner 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 sealed this contract the day and year first above written.

John G. Gaeth (Seal)
Adeline M. Gaeth (Seal)
Cliff M. Hallen (Seal)



No. 3049
 TRANSACTION EXCISE TAX

JAN 24 1975

Amount Paid

Skamania County Treasurer

By

STATE OF WASHINGTON,

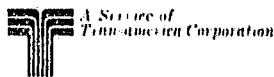
County of Skamania

On this day personally appeared before me JOHN GAETH & ADELINE GAETH, husband and wife to me known to be the individual s 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 21st day of January 1975

Clifford M. Hallen
 Notary Public in and for the State of Washington,
 residing at STEVENSON

Transamerica Title Insurance Co



Filed for Record at Request of

Name.....REGISTERED.....
 Address.....INDEXED: DIR.....
 City and State.....INDEXED:.....
 RECORDED:.....
 COMPANY:.....
 MARCO

THIS SPACE RESERVED FOR RECORDER'S USE
 STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING, FILED BY
Cliff M. Hallen
 OF Stevenson
 AT 12:24 PM 1975
 WAS RECORDED IN BOOK 68
 OF Books AT PAGE 249
Cliff M. Hallen
 COUNTY AUDITOR