THE THE SECOND S

REAL ESTATE CONTRACT

For Unimproved Property

Hay, 1974. between THIS CONTRACT, made this list day of LEE H. QUIRING, acting as behalf of various parthereinafter called the "seller" and ners doing business as COLUMBIA RIVER ESTATES, GLEN H. HODGES and WILMA E. HODGES, hereinafter called the "purchaser," husband and Wife,

WITNESSETH: The seller agrees to sell to the purchases, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in Washington; Skemania

Trace No. 13 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at page 36% of Book J of Miscellaneous Records, under Auditor's File No. 75656, Records of Skamania County, Washington; said real property being a portion of the Northwest Quarter (NM4 NM4) of Section 23, Township 2 North, Range 5 E. W. M., and consisting of 10.03 acres, more or 1955.

Free of incumbrances, except. Eastenments of record including rights of way for Roads MAN and "G" for the use of the public as more particularly described on the aforesaid survey recorded at page 364 of Book J of Miscellaneous Records aforesaid, and by description thereof at page 358 of Book J of Miscellaneous Records aforesaid.

Gne Thousand Five Hundred Seventy-five and no/100ths - (\$ 1,575.00) dollars, of which has been paid, the receipt whereof is hereby admowledged, and the purchaser agrees to pay the balance of said purchase price an follows: On the following terms and conditions: The purchase price is Ten Thous and Five Hundred and

The purchasers agree to pay the remaining balance of the purchase price in the sum of Eight Thousand Nine Hundred Twenty-Five and no/100ths (\$8,925.00) Collars in ten annual equal installments of Eight Hundred Ninety-two and 50/100ths (\$892.50) Dollars, commencing on the 1st dry of May, 1975, and on the 1st day of May of each year thereafter until the full amount of the purchase price together with interest shall have been paid. The unpaid purchase price shall bear interest at the rate of eight per-cent (85) per annum computed on the diminishing principal basis and payable in addition to said installments on the annual dates on which said installments become due as above specified.

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.

May 1, 1974. The purchaser may enter into possession

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 granter 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 seners title to said real estate is subject to an existing contract or contracts under which sener is purchasing said real estate, or any mortgage or other obligation, which seiler 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 no made shall be applied to the payments next falling due the seller under this contract.

The celler agrees, upon full compliance by the purchaser with his agreements herein, to execute and

warranty

deed to the property, excepting any post deliver to the purcleasur a which may have been condemned, aree of mounts aces except those above mentioned, and any that may accrue hereafter through any person other than the color.

The seller agrees to furnish a Terrenmerica Tolo Viet. Inthe Company standard form purchaser's title policy when the purchaser shall have paid the down payment insuring the title to said property with liability the same at 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 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 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.

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MAY 1 5 1975 16.5

STATE OF WASHINGTON.

County of Skamania

On this day personally appeared before me LEE H. QUIRING, acting on behalf of various

partners doing business as COLUMBIA RIVER ESTATES, al described in and who executed the within and foregoing instrument, and to me known to be the individual acknowledged that he signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

CIVER under my hand and official seal this

July, 1974.

TRANSACTION EXCISE TAX

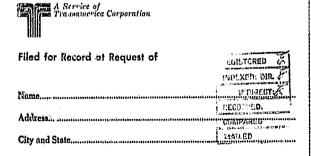
Skamenty County Treasurer

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

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Transamerica Title Insuranca Co



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RECORDS OF SKAMANIA COUNTY, WASH
COUNTY AUDITOR
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