

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 4th day of November, 1975, between
H. ROBERT COLE and HELEN R. COLE,
husband and wife, hereinafter called the "seller" and

BARBARA J. SPRINGER, a single woman, 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 13 and 14 of WHISPERING HILLS RIVER ESTATES according to the official
plat thereof on file and of record at page 130 of Book A of Plats, Records
of Skamania County, Washington.

Free of incumbrances, except. Reservations and restrictive covenants prohibiting
pollution of the waters of the Washougal River as more particularly set forth
in a deed dated August 5, 1944, and recorded September 6, 1944, at page 183 of
Book 30 of Deeds, under Auditor's File No. 32574, Records of Skamania County,
Washington.

AND SUBJECT to a walking easement up to the high water mark of the Washougal
River reserved by the sellers for the benefit of the remaining lots in said
subdivision.

On the following terms and conditions: The purchase price is THIRTEEN THOUSAND FIVE HUNDRED
and NO/100 - - - - - (\$13,500.00) dollars, of which
FIVE THOUSAND and NO/100 - - - - - (\$5,000.00) dollars
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
purchase price as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of Eight
Thousand Five Hundred and No/100 (\$8,500.00) Dollars in monthly installments of
Sixty-eight and 45/100 (\$68.45) Dollars, or more, commencing on the 4th day of
December, 1975, and on the 4th 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 eight and one-
half percent (8 1/2%) 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 she 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.

NO. 2010
TRANSACTION EXCISE TAX

NOV 10 1975
Amount Paid \$13,500.00

Skamania County Treasurer

By *[Signature]*

The purchaser may enter into possession November 4, 1975.

The property has been carefully inspected by the purchaser, and no agreements or representations con-
taining thereof, as 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 protect the title, and any payments so made shall be
applied to the payments then falling due thereunder this contract.

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



delivered 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 the down payment in full.

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 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 or 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 second year first above written.

H. Robert Cole (Seal)
Helen R. Cole (Seal)
Robert J. Salverum (Seal)
 _____ (Seal)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me H. ROBERT COLE and HELEN R. COLE,
 husband and wife,

to me known to be the individuals 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 purposes therein mentioned.

I, _____, Notary Public in and for the State of Washington, residing at Stevenson, Washington, do hereby certify under my hand and official seal this 4th day of November, 1975.



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

81370

Transamerica Title Insurance Co.

A Service of
 Transamerica Corporation

Filed for Record at Request of

Name _____
 Address _____
 City and State _____

REGISTERED E
 INDEXED
 INDRECY
 RECORDED
 COMPARED
 MAILED

STANDARD SPACE RESERVED FOR RECORDER'S USE	
SIGNATURE CERTIFY THAT THIS WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>R. J. Salverum</i>	
OF <i>Stevenson, WA</i>	
AT <i>400</i> ON <i>11-20-75</i>	
WAS RECORDED IN BOOK <i>69</i>	
OF <i>20000</i> AT PAGE <i>982</i>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>R. J. Salverum</i>	
COUNTY AUDITOR	