

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 30th day of April, 1975, between
 THOMAS J. TUCKER and CORINNE A. TUCKER,
 husband and wife, hereinafter called the "seller" and
 ALBERT DANIEL KETCHMARK and KAREN RAE KETCHMARK,
 husband and wife, 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:

A tract of land located in the Southwest Quarter (SW¼) of
 Section 27, Township 2 North, Range 6 E. N. 4. more par-
 ticularly described on Schedule A attached hereto.

TOGETHER WITH and SUBJECT TO:
~~Reservations and exceptions except.~~ Easements for roads A, B and C as more particularly
 described on Schedule A attached hereto.

On the following terms and conditions: The purchase price is FIFTEEN THOUSAND and NO/100 -
 ONE THOUSAND FIVE HUNDRED and NO/100 - (\$ 15,000.00) dollars, of which
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of
 Thirteen Thousand Five Hundred and No/100 (\$13,500.00) Dollars in monthly in-
 stallments of One Hundred Twenty and No/100 (\$120.00) Dollars, or more, commencing
 on the 10th day of June, 1975, and on the 10th 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 percent (8%) per annum computed upon the monthly balances of the un-
 paid purchase price, and shall be applied first to interest and then to principal.
 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.

3250

No. 3250
 TRANSACTION EXCISE TAX

APR 30 1975

Amount Paid: \$15,000.00
 Skamania County Treasurer

By: The purchaser may enter into possession April 30, 1975.

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

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 the purchase price 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 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 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.

Thomas J. Tucker (Seal)
Corrine A. Tucker (Seal)
Albert Daniel Feldmark (Seal)
Robert R. Feldmark (Seal)



STATE OF WASHINGTON,

County of Skamania

} ss.

On this day personally appeared before me THOMAS J. TUCKER and CORRINE A. TUCKER, 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 uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of April, 1975.

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

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

THIS SPACE RESERVED FOR RECORDS USE

SCHEDULE A

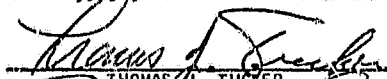
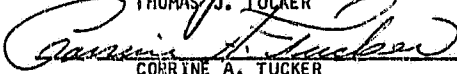
Beginning at the Southwest corner of Section 27, Township 2 North, Range 6 E. W. M.; thence north $1^{\circ} 05' 09''$ east 2,290.16 feet along the west line of said Section 27; thence south $89^{\circ} 08' 43''$ east 882.50 feet to the true point of beginning; thence south $89^{\circ} 08' 43''$ east 511.10 feet to a point which bears north $1^{\circ} 05' 09''$ east 2,295.32 feet and south $88^{\circ} 55' 59''$ east 1,393.58 feet from the southwest corner of said Section 27, said point being on the centerline of Road "B"; thence southerly along the centerline of Road "B" to a point which bears north $1^{\circ} 05' 09''$ east 1,375.60 and south $88^{\circ} 55' 59''$ east 1,295.03 feet from the southwest corner of said Section 27, said point being the point of intersection of the center lines of Road "A" and Road "B"; thence westerly along the centerline of Road "A" to a point which bears north $1^{\circ} 05' 09''$ east 1,293.63 feet and south $88^{\circ} 55' 59''$ east 1,083.75 feet from the southwest corner of said Section 27, said point being the point of intersection of the center lines of Road "A" and Road "C"; thence northwesterly along the center line of Road "C" to a point which bears south $1^{\circ} 05' 09''$ west 862.38 feet from the true point of beginning; thence north $1^{\circ} 05' 09''$ east 852.38 feet to the true point of beginning; said tract containing 10.0 acres, more or less.

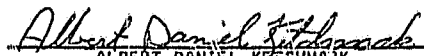
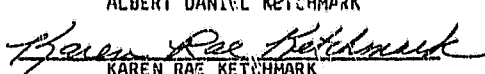
LEGAL DESCRIPTION OF THE CENTERLINE OF ROAD "A"

Beginning at the southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 2 North, Range 6 E. W. M.; thence south $88^{\circ} 55' 59''$ east along the south line of said SW $\frac{1}{4}$ 2,624.40 feet; thence north $0^{\circ} 51' 36''$ east along the east line of said SW $\frac{1}{4}$ 279.26 feet to the true point of beginning; thence north $88^{\circ} 28' 42''$ west 54.64 feet to the beginning of a 50 foot radius curve to the right; thence along said curve 66.28 feet; thence north $12^{\circ} 31' 44''$ west 226.93 feet to the beginning of a 200 foot radius curve to the left; thence along said curve 100.40 feet; thence north $41^{\circ} 17' 30''$ west 191.65 feet to the beginning of a 200 foot radius curve to the left; thence along said curve 122.40 feet; thence north $76^{\circ} 21' 26''$ west 309.76 feet to the beginning of a 200 foot radius curve to the right; thence along said curve 59.93 feet; thence north $47^{\circ} 44' 11''$ west 640.62 feet to the beginning of a 100 foot radius curve to the left; thence along said curve 23.35 feet to a point on the curve which bears north $1^{\circ} 05' 09''$ east 1,375.60 feet and south $88^{\circ} 55' 59''$ east 1,295.03 feet from the southwest corner of said Section 27; thence continuing along said 100 foot radius curve to the left 109.84 feet; thence south $55^{\circ} 57' 02''$ west 130.24 feet to a point which bears north $1^{\circ} 05' 09''$ east 1,293.63 feet and south $88^{\circ} 55' 59''$ east 1,083.75 feet from the southwest corner of said Section 27; thence south $55^{\circ} 57' 02''$ west 405.71 feet to the beginning of a 200 foot radius curve to the left; thence along said curve 172.50 feet; thence south $6^{\circ} 31' 56''$ west 359.60 feet to a point which bears north $1^{\circ} 05' 09''$ east 557.66 feet and south $88^{\circ} 55' 59''$ east 633.83 feet from the southwest corner of said Section 27.

LEGAL DESCRIPTION OF THE CENTERLINE OF ROAD "B"

Beginning at the southwest corner of the SW $\frac{1}{4}$ of Section 27, Township 2 North, Range 6 E. W. M.; thence north $1^{\circ} 05' 09''$ east as measured along the west line of said SW $\frac{1}{4}$ 1,375.60 feet; thence south $88^{\circ} 55' 59''$ east parallel to the south line of said SW $\frac{1}{4}$ 1,295.03 feet to the true point of beginning; thence north $22^{\circ} 20' 42''$ east 165.04 feet to the beginning of a 100 foot radius curve to the left; thence along said curve 67.00 feet; thence north $16^{\circ} 02' 46''$ west 189.22 feet to the beginning of a 100 foot radius curve to the right; thence along said curve 77.36 feet; thence north $28^{\circ} 16' 44''$ east 239.93 feet to the beginning of a 100 foot radius curve to the left; thence along said curve 67.31 feet; thence north $10^{\circ} 17' 19''$ west 168.72 feet to a point which bears north $1^{\circ} 05' 09''$ east 2,295.32 feet and south $88^{\circ} 55' 59''$ east 1,393.58 feet from the southwest corner of said Section 27.

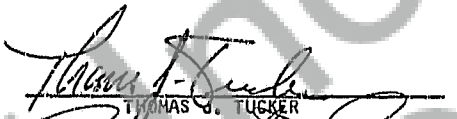

THOMAS J. TUCKER

CORRINE A. TUCKER

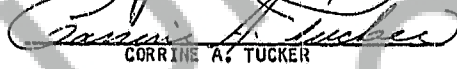

ALBERT DANIEL KETCHMARK

KAREN RAE KETCHMARK

SCHEDULE A
(continued)

LEGAL DESCRIPTION OF THE CENTERLINE OF ROAD "C"

Beginning at the southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 2 North, Range 6 E. W. M.; thence north 1° 05' 09" east along the west line of said SW $\frac{1}{4}$ 1,293.63 feet; thence south 88° 55' 59" east parallel to the south line of said SW $\frac{1}{4}$ 1,083.75 feet to the true point of beginning; thence north 34° 04' 03" west 126.16 feet to the beginning of a 100 foot radius curve to the left; thence along said curve 118.56 feet; thence south 78° 00' 11" west 146.76 feet to the beginning of a 100 foot radius curve to the left; thence along said curve 60.54 feet; thence south 43° 18' 55" west 95.63 feet to the beginning of a 50 foot radius curve to the right; thence along said curve 91.93 feet; thence north 31° 20' 43" west 318.61 feet to a point which bears north 1° 05' 09" east 1,578.33 feet and south 88° 55' 59" east 397.99 feet from the Southwest corner of said Section 27.


THOMAS G. TUCKER


CORRINE A. TUCKER


ALBERT DANIEL KETCHMARK


KAREN RAE KETCHMARK