

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of November, 1975, between
 LOUISE M. BENNETT, dealing with her hereinafter called the "seller" and
 separate property, CARY R. FOSTER and WILMA L. FOSTER,
 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, situated in Skamania County,
 Washington:

A tract of land located in the Northeast Quarter of the Northeast
 Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 20, Township 3 North, Range 8 E. W. M.,
 described as follows:

Beginning at the northeast corner of Section 20, Township 3 North,
 Range 8 E. W. M.; thence west 37 rods; thence south 150 feet; thence
 east 37 rods; thence north 150 feet to the point of beginning.

Free of incumbrances, except:

Easements and rights of way for the county road known and
 designated as the Metzger Road.

On the following terms and conditions: The purchase price is TWO THOUSAND ONE HUNDRED and NO/100
 - - - - - (\$ 2,100.00) dollars, of which
 ONE HUNDRED and NO/100 - - - - - (\$ 100.00) 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 purchasers agree to pay the remaining balance of the purchase price
 amounting to Two Thousand and No/100 (\$2,000.00) Dollars as follows:
 The purchasers agree to pay One Thousand and No/100 (\$1,000.00) Dollars
 on the unpaid purchase price on or before August 1, 1976, but no sooner
 than January 1, 1976; and the purchasers agree to pay the remaining
 balance of the purchase price amounting to One Thousand and No/100
 (\$1,000.00) Dollars on or before August 1, 1977, but no sooner than
 January 1, 1977. The unpaid purchase price shall bear interest at the
 rate of seven percent (7%) per annum payable on the aforesaid annual
 payment dates.

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The purchaser may enter into possession November 1, 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 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 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.

Louise M. Bennett (Seal)

____ (Seal)

____ (Seal)

____ (Seal)

STATE OF WASHINGTON

County of Skamania } ss.

On this day personally appeared before me LOUISE M. BENNETT

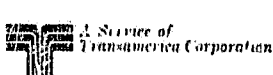
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of October, 1975.

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

81393

Transamerica Title Insurance Co



Filed for Record at Request of

Name.....

Address.....

City and State.....

THIS SPACE RESERVED FOR	
1. J. Schenck 2. Schenck 4:00 P.M. Nov 13 1975 70 Deeds L. F. Todd S. Schenck	