

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this th 21st day of April, 1976, by and between R. CLARK ZIEGLER and CAROLE L. ZIEGLER, husband and wife, hereinafter referred to as SELLERS, and PAUL R. DEMCHUK and DONNA M. DEMCHUK, husband and wife, hereinafter referred to as PURCHASERS,

W I T N E S S E T H :

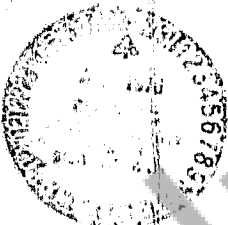
The Sellers agree to sell to the Purchasers and the Purchasers agree to purchase of the Sellers the following described real estate situated in Skamania County, State of Washington, to-wit:

That portion of the Southwest Quarter of the Northeast Quarter of Section Nineteen (19), Township Three (3) North, Range Ten (10) EWM, more particularly described as follows:

Commencing at a point at which the county road, commonly known and designated as the Kollock Road, intersects with the private road commonly known as the McVay Camp Road as is now laid out and has been laid out upon the ground, as a point of beginning; thence East along the Northerly line of the said Kollock County Road to a point of its intersection with the East line of the said Southwest Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 10 EWM; thence North along said East line of said Southwest Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 10 EWM, to a point where said line intersects with the McVay Camp Road as it is now laid out and exists upon the ground; thence from said point of intersection in a southwesterly direction along the Easterly line of said McVay Camp Road to a point of its intersection with the point of beginning herein described, the same being a triangular parcel of land consisting of approximately five acres, more or less.

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) of which the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) shall be paid down, receipt of which is hereby



3025

TRANSACTION EXCISE TAX

APR 29 1976

Amount Paid \$1000.00
Paul R. Demchuk
Notary Public
Skamania County, Washington

acknowledged; the balance thereafter, to-wit, the sum of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) shall be payable in monthly payments precomputed for an amortization period of five years, including interest at the rate of nine percent (9%) per annum; which monthly payments shall be the sum of \$186.83, commencing the 1st day of May, 1976, and on the 1st day of each and every month thereafter until the principal and interest shall have been paid in full.

Real estates taxes for the year 1976 shall be prorated as of the date of execution of this agreement, and Purchasers thereafter shall pay all real estate taxes and assessments and shall keep all real estates taxes and assessments current during the entire tenure of this contract.

Sellers agree to provide Purchasers with a policy of title insurance thirty (30) days prior to the last payment due hereunder.

Sellers agree on full payment of said purchase price in the manner hereinbefore specified, they will deliver to Purchasers a good and sufficient warranty deed of said premises.

The parties hereto understand and agree that on August 16, 1969, the Sellers herein executed a certain agreement with the State of Washington Game Commission which agreement is included herein by reference and made a part hereto, which the said Purchasers herein agree to take subject to, wherein for a period of 15 years from August 16, 1969, to-wit, August 16, 1984, Sellers herein agree to certain fence construction and agree to hold harmless the State of Washington from any and all damages from deer and elk from faulty fence or maintenance or construction of said fence, and the Purchasers herein agree to be bound by the terms of said Agreement as though it were made a part herein.

The parties hereto understand and agree that any improvements made unto said premises by the Purchasers shall become the property of the Sellers in the event of default by Purchasers; and any improvements made by Purchasers shall constitute fixtures and shall not be removed in event of default.

This contract shall not be assignable by the Purchasers without the consent of the Sellers in writing and attached hereto.

The Purchasers shall assume all hazards or damage to or destruction of any improvements now on said land or hereafter to be placed thereon and of the taking of said premises or any part thereof for public use.

Time is of the essence of this contract. In case the Purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall become due as hereinbefore provided or promptly to perform any covenant or agreement aforesaid, the Sellers may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the Purchasers hereunder shall be retained by the Sellers in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

Star Route, Box 211, Underwood, WA 98651

or at such other address as the Purchasers will indicate to the Sellers in writing.

The Purchasers agree that full inspection of the described premises has been made and that neither the Sellers or assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the covenant to be relied upon be in writing and attached to and made a part of this contract as hereinbefore provided.

In case the Purchasers shall fail to make any payment hereinbefore provided by the Purchasers to be made, the Sellers may make such payment and any amount so paid by the Sellers, together with

