

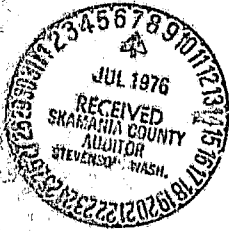
REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 17th day of June, 1976, between REMY W. FULSHER and BARBARA F. FULSHER, husband and wife, hereinafter called the "seller", and LEELE SNOEY, hereinafter called the "purchaser",

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in SKAMANIA COUNTY, State of Washington, to-wit:

All that portion of the north 438 feet of the Southwest Quarter of Section 29, Township 2 North, Range 5 E.W.M. lying westerly of the centerline of County Road No. 1108 designated as the Skye Road.

EXCEPT County Roads and easements of record.



The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND AND NO/100ths DOLLARS - (\$20,000.00), of which TWO THOUSAND AND NO/100ths DOLLARS - (\$2,000.00) have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

4443
EIGHTEEN THOUSAND AND NO/100ths DOLLARS - (\$18,000.00) payable in monthly payments of \$150.56. Cash out in eight years. Contract to bear interest at 8% per annum, declining balance. From each payment shall first be deducted the interest to date and the balance shall be applied to the principal. Permission is granted to purchaser to make larger payments at any time, or to pay this contract in full, and interest shall immediately cease on all payments so made. All payments to be made hereunder shall be made at Fred Meyer Savings & Loan Association, Main Office, 3717 S.E. 39th, Portland, Oregon 97202, or at such other place as the seller may direct in writing. First payment to be made July 15, 1976.

As referred to in this contract, "date of closing" shall

be June 17, 1976

NO. 1108
TRANSACTION EXCISE TAX

JUL 7 - 1976

SKAMANIA COUNTY AUDITOR
STEVENS, WASH.

Real Estate Contract--FULSHER-SNOEY---1

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The Purchaser agrees, until the purchase price is fully paid, that she shall not commit waste and shall not log any timber other than such trees that are necessary for the construction of a log cabin on the premises.

(3) The Purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Skamania County Title Company of Washington, insuring the purchaser to the full amount of said purchaser price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (4) shall be deemed defects in seller's title.

(5) 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, deed of trust 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.

(6) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following: SUBJECT TO the restrictions as described in the title report.

(7) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(8) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(9) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

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.

(10) In the event of suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the prevailing party agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any Judgment or Decree entered in such suit.

In the event of suit to procure an adjudication of the termination of the purchaser's right hereunder, the prevailing party agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and the Court may, in its discretion, include the reasonable costs of searching records incident thereto to determine the condition of title at the date such suit is commenced, which sums may be included in any Judgment or Decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Re'my W. Fulsher

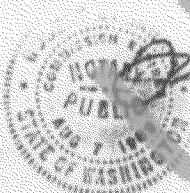
Barbara F. Fulsher

Leslie J. Snoey

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me Re'my W. Fulsher,
FULSHER and BARBARA F. FULSHER, husband and wife, ~~REDACTED~~
~~REDACTED~~, 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 10 day of
June, 1976.

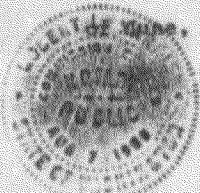


Robert L. [Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver.

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me LESLIE
SNOEY 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 10 day
of June, 1976.



Robert L. [Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver.