

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 25th day of May, 1976, between
 G. W. HUTCHINSON and PHYLLIS HUTCHINSON, husband
 and wife, and ELMER W. POSER, a single man, hereinafter called the "seller" and
 BONNER GOODWIN, JR. and EDNA WILMA GOODWIN, hereinafter called the "purchaser,"
 husband and wife,

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:

Beginning at the southeast corner of the North Half of the South Half of the North-
 east Quarter of the Southeast Quarter (N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 34, Township 2 North,
 Range 5 E.W.M.; thence north 89° 29' 03" west along the south line of said N $\frac{1}{2}$ of the
 S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, 741.67 feet to the true point of beginning;
 thence continuing north 89° 29' 03" west along said south line 492 feet, more or less,
 to the centerline of Mabee Mines County Road; thence north and easterly along said
 road to a point that bears north 01° 11' 36" east from the true point of beginning;
 thence south 01° 11' 36" west 328 feet, more or less, to the true point of beginning;
 said tract containing 4.1 acres, more or less.

Free of incumbrances, except. Easements and rights of way for County Road No. 1112 desig-
 nated as the Mabee Miner Road.

On the following terms and conditions: The purchase price is SIX THOUSAND TWO HUNDRED FIFTY
 and NO/100 - - - - - (\$ 6,250.00) dollars, of which
 FIVE HUNDRED and NO/100 - - - - - (\$ 500.00) 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 balance of the purchase price in the sum of Five
 Thousand Seven Hundred Fifty and No/100 (\$5,750.00) Dollars in monthly installments
 of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the 1st day of July,
 1976, and on the 1st 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 com-
 puted upon the monthly balances of the unpaid 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.

4039
 TRANSACTION ENCLOSE TAX

MAY 26 1976
 American Land Title Co.
 Skamania County, Washington
 Recorder's Office
 June 1, 1976

The purchaser may enter into possession June 1, 1976

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 grantees, 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.

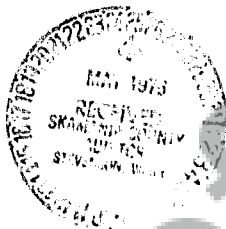
The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the down payment in full, insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are 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 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.

G. W. Hutchinson (Seal)
 Elmer W. Poser (Seal)
 Phyllis Hutchinson (Seal)
 Danner Goodwin (Seal)
 Emma Thilman Goodwin (Seal)



STATE OF WASHINGTON,

County of Skamania } ss.

On this day personally appeared before me G. W. HUTCHINSON and PHYLLIS HUTCHINSON, husband and wife, and ELMER W. POSER, a single man, to me known to be the individual 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 25th day of May, 1976.

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.....

INDEXED: <input checked="" type="checkbox"/>
INDEXED: <input checked="" type="checkbox"/>
RECORDED: <input checked="" type="checkbox"/>
COMPARED: <input checked="" type="checkbox"/>
MAILED: <input checked="" type="checkbox"/>

I HEREBY CERTIFY THAT THIS WITHIN INSTRUMENT OF WRITING FILED BY <u>Transamerica Title Insurance Co</u> AT <u>4500 E. Main St. N.W.</u> WAS RECORDED IN BOOK <u>71</u> OF <u>Skamania</u> AT PAGE <u>31</u> IN THE OFFICE OF SKAMANIA COUNTY, WASH.	
<u>Edna M. Goodwin</u>	COUNTY AUDITOR