

REAL ESTATE CONTRACT

THIS AGREEMENT made this First day of November 1976
 between Mr. William E. Wagner
 and John H. or Rhian J. Killian and Jan E. or Carol J. McCabe and Dick
E. or Elaine T. Carver hereinafter called the seller,
 hereinafter called the buyer.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of SHAMANIA State of Washington, and more particularly known and described as follows, to-wit: Beginning at a point on section line bet. sections 26 & 27, Township 2 North, Range 5 E.W.M., which point is 592 6/10' S. of the quarter section corner common to sections 26 & 27, then running S. 67° 53' East 391 2/10' to a point on the meander line of Washougal River, which point is the N.E. corner of a tract of land conveyed to Raymond A. Montgomery et al. by deed recorded July 21, 1952, in Book 35, page 730 of Deed Records, Skidman Co., Wash., and which is the true place of beginning; running thence N. 67° 53' East 300' to a point that is also the N.W. corner of said Montgomery tract; running thence northerly to a point on the section line bet. sections 26 & 27, which is 592 6/10' S. of the quarter section corner common to sections 26 & 27, then running S. 67° 53' East 300' to a point on the meander line of the Washougal River; running thence southerly along the meander line of the Washougal River to the true place of beginning.
 for the sum of thirty eight thousand and no/100 Dollars
 on which the buyer has paid the sum of Five Hundred and no/100 Dollars.

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at Portland, Oregon, presently 7930 NE Prescott
Eight (8) per cent. per annum, at the times and in the manner following: to be paid in cash or legal tender of five payments. One payment to be \$8,000.00 payable on Nov. 1, 1976. Three payments of \$8,000.00 each payable on or before Nov. 1, 1977, Nov. 1, 1978, and Nov. 1, 1979 including interest. Nov. 1, 1980 one payment of \$2,765.77. The remaining balance may be paid including interest, at anytime during time of contract without penalty.

And the buyer, in consideration of the premises, hereby agrees to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$30,000.00 payable to the seller at his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting however, from the operation and subject matter of said premises the aforesaid taxes and assessments, and all liens and incumbrances, created or imposed by the buyer or his assigns.

But in case the buyer shall make default in any one of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the terms and at the times above specified, without any failure or default, the times of payment being declared to be the entire of this agreement, then the seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall strictly cease and determine, and the premises aforesaid shall revert to and remain in the seller, without any declaration of forfeiture, or act of reversion, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible abstract company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon or permanently attached hereto and countersigned by the seller, and no agreement or condition or relation between the buyer and his assigns, or any other person, acquiring title or interest from or through him shall preclude the seller from the right to convey the premises to the buyer or his assigns, or the payment of the unpaid portion of the purchase money which may be due to the seller.

Abstract or title insurance and fire insurance policies to remain in possession of the seller until final payment is made.

No. 4300

TRANSACTION EXCISE TAX

NOV 2 - 1976

Amount Paid \$3,765.77

WHEREFORE, The seller and buyer have signed and delivered this agreement in presence of the day and year last aforesaid.

NC - 1976
 RECEIVED BY
 SKAN - BIRD MOUNT
 AUDITOR
 SILVERSON WASH

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES

WITNESSES