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REAL ESTATE CONTRACT

For Unimproved Property

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

A tract of land located in the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section 22, Township 3 North, Range 8 E. W. M., described as follows:

Beginning at the northwest corner of Section 22, Township 3 North, Range 8 E. W. M.; thence west 33 rods; thence south 150 feet; thence east 33 rods; thence north 150 feet to the point of beginning.

Free of encumbrances except:

Easements and rights of way for the county road known as [illegible] designated as the Hatziger Road.

On the following terms and conditions: The purchaser agrees to pay therefor the sum of [illegible] dollars, of which [illegible] dollars and no/100 [illegible] $ 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 Eight Hundred Dollars ($2,800.00) dollars [illegible]. The purchasers agree to pay the [illegible] and to pay $1,000.00 [illegible] on the whole of said principal sum on or before August 1, 1976, and the balance on or before January 1, 1977, but the purchasers agree to pay the remaining balance of said purchase price amounting to One Thousand One Hundred [illegible] Dollars ($1,100.00) on or before August 1, 1977, and the balance on or before January 1, 1978. The unpaid purchase price shall bear interest at the rate of seven percent (7%) per annum payable with each of said annual payments.

No. 3681
TRANSACTION RECEIPT FOR
[illegible]
Amount Paid $ [illegible]
Date [illegible]
Skamania County Treasurer
By [illegible]

The purchaser may enter into possession November 1, 1975.

The property has been carefully inspected by the purchaser and no agreements or representations pertaining thereto, or to this contract, have been made, or are made an part hereof.

The purchaser agrees to pay before delinquency all taxes and assessments now or hereafter a lien upon the property and which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste thereof; 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 assessed to the seller by reason thereof shall be applied on a payment on account of the purchase price, less any costs 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 mortgage which seller is purchasing said real estate or any mortgage or other obligation which seller is to pay, seller agrees to make such payments as and when the same thereof, and upon demand, the purchaser shall furnish the seller with receipts therefor. In the event of default in making any payments so made shall be deemed a default hereunder and any payments so made shall be applied as payments made hereunder on the seller under this contract.

The seller agrees, upon full performance by the purchaser with his agreements herein, to execute and

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deliver to the purchaser a warranty deed to the property, excepting those above mentioned, and free of incumbrances except those above mentioned, and the said seller hereby covenants to warrant and defend the said title against the lawful claims of all persons whomsoever.

Time is hereby agreed to be material. In case the purchaser fails to make any payment when due, or within the time herein specified, or fails to keep any agreement herein contained, the seller may forfeit this contract and all rights of the purchaser hereunder, and upon doing so shall be released from any obligation hereunder and shall retain all sums paid hereunder, and may immediately enter upon and take possession of the property. 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 said seller shall be released from 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 for the default, and the seller shall have the right to re-enter and take immediate possession of the property, and if the seller shall institute legal proceedings or action to prosecute an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of such suit, including title fee for the purpose of such action, together with all costs and a reasonable attorney's fee.

Failure by the purchaser or all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made to United Title at [illegible] personally or mailed, postage prepaid, addressed 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.

[illegible] (Seal)

[illegible] (Seal)

[illegible] (Seal)

[illegible] (Seal)

STATE OF WASHINGTON,

County of [illegible] ss.

On this day personally appeared before me [illegible] to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that [illegible] signed the same as [illegible] free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this [illegible] day of October, 1954.

[illegible]

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

Transamerica Title Insurance Co.

A Member of Transamerica Corporation

Plat No. Record at Request of

Name

Address

Order No.

Unofficial Copy