

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of January, 1975, between
 JACK SPRING and MELBA E. SPRING, hereinafter called the "seller" and
 husband and wife,
 JERRY L. ZIEGLER and PATRICIA A. ZIEGLER, 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:

The East Half of the Northeast Quarter of the Northeast Quarter of the
 Southeast Quarter (E½ NE¼ NE¼ SE¼) of Section 32, Township 2 North, Range
 6 E. W. M., TOGETHER WITH a non-exclusive easement and right of way 30
 feet in width for access over the existing road connecting with County
 Road No. 1010 designated as the Franz Road; EXCEPT that portion thereof
 lying within and southerly of County Road No. 1010 designated as the
 Franz Road.

Free of incumbrances, except. an easement and right of way 30 feet in width over and
 across an existing road on said premises reserved by sellers, their heirs and
 assigns, for access and utilities appurtenant to other real property owned by
 the grantors.

On the following terms and conditions: The purchase price is SEVEN THOUSAND FIVE HUNDRED and
 NO/100 - - - - - (\$ 7,500.00) 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
 Seven Thousand and No/100 (\$7,000.00) Dollars in monthly installments of Fifty
 and No/100 (\$50.00) Dollars, or more, commencing on the first day of February,
 1975, and on the first 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 computed 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 con-
 ditions of this contract to pay without penalty any part or all of the unpaid
 purchase price, plus interest, then due.

The purchaser may enter into possession January 1, 1975.

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 grantee, 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 purchase price 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 hereon 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.

Jack Spring (Seal)
Melba E. Spring (Seal)
Jessie Ziegler (Seal)
Arthur L. Ziegler (Seal)

No. 3145
 TRANSACTION EXCISE TAX

MAR 21 1975

Amount Paid \$25.00

Stromboli County Treasurer

By *[Signature]*

STATE OF WASHINGTON,

ss.

County of Skamania

On this day personally appeared before me JACK SPRING and MELBA E. SPRING,
 husband and wife,

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 21st day of February, 1975.

[Signature]
 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

REGISTERED	A
INDEXED: DIA	B
IND. OCT. 6	C
RECORDED	D
COMPARED	E
MAILED	F

STATE OF WASHINGTON - COCLER'S USE. COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED BY <i>[Signature]</i> AT <i>[Signature]</i> ON FEBRUARY 21, 1975. WAS RECORDED BY BOOK 77 OF RECORDS OF SKAMANIA COUNTY, WASH. BY <i>[Signature]</i> COUNTY CLERK	