

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 1st day of December, 1980, by and between ANDREW L. ZURCHER, a widower, hereinafter called the Seller, residing in Carson, Washington, and STEVE L. FERGUSON, SR. and JULIE L. FERGUSON, husband and wife, hereinafter called the Purchasers, WITNESSETH:

That the Seller agrees to sell and the Purchasers agree to purchase the following described real estate, together with all personal property located thereupon, situate in the County of Skamania, State of Washington, together with all after acquired title of the Grantor therein, to-wit:

TRACT 1: Commencing at a point 130 ft. W and 19 ft. S of the NE corner of the NW Quarter of the NE Quarter of Section 29, T3N, R8 E.W.M.; thence S 106ft.; thence W 170ft.; thence N 106ft.; thence E 170ft. to the POB.

TRACT 2: Beginning at a point 125 ft. S and 200 ft. W of the NE corner of the NW Quarter of the NE Quarter of Section 29, T3N, R8 E.W.M.; thence W 50ft. thence S 10ft.; thence E 50ft.; thence N 10ft. to the POB.

RESERVING UNTO GRANTOR, HOWEVER, A LIFE ESTATE in and to the above described property and all personal property located thereupon.

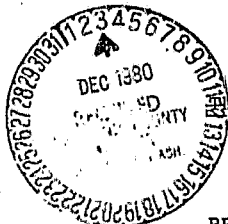
TERMS: The total purchase price is TWENTY THOUSAND DOLLARS

(\$20,000.00), of which the sum of ONE HUNDRED DOLLARS (\$100.00) has been previously paid by Purchasers, the receipt whereof is hereby acknowledged by Seller, and the balance of NINETEEN THOUSAND, NINE HUNDRED DOLLARS (\$19,900.00) is to be paid in the amounts and at the times stated as follows:

\$125.00 per month, starting on December 1, 1980, and like payments continuing on the 1st day of each and every month thereafter until both principal and interest have been paid in full, the unpaid principal balance to bear interest at the rate of 1 1/2 per annum. Purchasers may make larger payments at any time, or pay the contract in full, and interest shall immediately cease on all payments so made.

(1) The Purchasers agree that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached and made a part hereof.

The Seller agrees, on full payment of the purchase price and



interest in the manner hereinbefore specified, to execute and deliver to Purchasers a Warranty Deed to the real estate, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

TIME IS OF THE ESSENCE of this agreement. If the Purchasers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written notice to the Purchasers, and at the expiration of thirty days thereafter this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by the Purchasers. In such event and upon Seller doing so, all payments made by the Purchasers 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. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address:

P.O. Box 704, Conser, WA 98010, or at such other address as the Purchasers shall indicate to the Seller in writing.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

No. 7859
TRANSACTION EXCISE TAX

DEC 3 1980
Amount Paid \$ 200.00

Skamania County Treasurer
By William J. Corwin
STATE OF WASHINGTON)
County of Skamania) ss.

Andrew L. Zurcher
Seller

Mac L. Ferguson Jr.
Julie L. Ferguson
Purchasers

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 14 day of December, 1980, personally appeared before me ANDREW L. ZURCHER, a widower, and STEVE L. FERGUSON, SR. and JULIE L. FERGUSON, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they each signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public
Indexed, Dir. &
Indirect
Recorded
Notary

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