

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of October, 1982, by and between ALMA M. GRAHAM, in her capacity as administratrix of the estate of JESSIE AGNES FULLER, hereinafter called the "seller", and RAYMOND W. TEEL, a single person, hereinafter called the "purchaser", residing in Carson, Washington, WITNESSETH:

That the seller agrees to sell and the purchaser agrees to purchase the following described real estate, with the appurtenances thereon, situated in Skamania County, State of Washington, to-wit:

A tract of land located in the South Half of the Northeast Quarter of the Southwest Quarter of Section 17, T3N, R8 E.W.M., described as follows:

Commencing at the northwest corner of the South Half of the Northeast Quarter of the Southwest Quarter of said Sec. 17; thence E 208 ft. to the northeast corner of a tract of land conveyed to David P. Sellers in Book 61 at Page 341, to the initial point of the tract hereby described; thence S along the E line of said Sellers tract 25 ft. to the north line of a tract of land conveyed to Alma M. Graham in Book 61 at Page 150; thence E along the north line of said Graham tract 64 ft. thence S 183 ft. along the east line of said Graham tract; thence W 64 ft. along the south line of said Graham tract to the east line of said Sellers tract; thence S 113 ft. along the east line of said Sellers tract to the north line of a tract conveyed to Rodney L. Holycross in Book 70 at Page 352; thence E 138.5 ft. to the west line of a tract conveyed to J. Chauncey Price in Book 46 at Page 91; thence N 322 ft. more or less to the northwest corner of a tract of land conveyed to Richard L. Styrwold in Book 64 at Page 645; thence easterly 973.5 ft. more or less to the east line of the Southwest Quarter; thence northerly on the east line of the said Southwest Quarter 25 ft. to the north line of the South Half of the Northeast Quarter of the Southwest Quarter; thence W along the north line of the South Half of the Northeast Quarter of the Southwest Quarter 1100 ft. more or less to the northeast corner of said David P. Sellers tract and to the initial point.

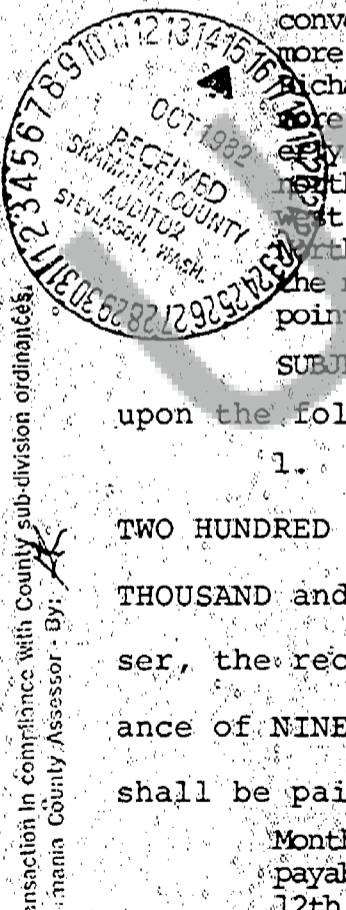
SUBJECT to easements of record.

upon the following terms and conditions:

1. Purchase Price. The total purchase price is ELEVEN THOUSAND, TWO HUNDRED FIFTY and no/100 DOLLARS (\$11,250.00) of which the sum of TWO THOUSAND and no/100 DOLLARS (\$2,000.00) has this day been paid by purchaser, the receipt whereof is hereby acknowledged by seller, and the balance of NINE THOUSAND, TWO HUNDRED FIFTY and no/100 DOLLARS (\$9,250.00) shall be paid in the amounts and at the times stated as follows:

Monthly payments of \$201.12 each, the first of said payments due and payable on the 12th day of November, 1982, with like payments on the 12th day of each month thereafter until both principal and interest have been paid in full, the unpaid principal bearing interest at the rate of eleven percent (11%) per annum, to be computed from the date of this agreement. Purchaser may make larger payments at any time, or pay the contract in full, and interest shall immediately cease on all payments so made.

2. Possession Date. It is agreed that the purchaser shall have possession of said premises from the 1st day of October, 1982, provided that all the terms and conditions of this agreement are being fully complied with.



3. Taxes and Assessments. Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

4. Insurance. Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than TEN THOUSAND and no/100 DOLLARS (\$10,000.00). Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises for any illegal purpose.

Other Conditions.

1. In the event the purchaser shall fail to make any payment herein provided, the seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the seller, shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of ten percent per annum until paid, without prejudice to any other rights of seller by reason of such failure.

2. Purchaser agrees that a full inspect 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 to and made a part hereof.

3. Seller agrees to procure within ten (10) days of the date hereof, a purchaser's policy of title insurance, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the seller to the real estate herein described or of reason of prior liens not assumed by the purchaser in this agreement.

4. Seller agrees, on even date herewith, to execute a warranty fulfillment deed to the subject property; that both this contract and said deed shall be placed in escrow with the COLUMBIA GORGE BANK in Stevenson, Washington, and on full payment of the purchase price and interest in the manner hereinbefore specified, said escrow agent shall be directed to deliver said fulfillment deed to purchaser.

TIME IS OF THE ESSENCE of this contract. In the event the purchaser does not make his payments in accordance with the terms set out herein, or is for other reasons, in substantial breach of this contract, seller may declare the entire unpaid balance of the contract due and owing or may sue on any intermediate delinquent installments. As an alternative remedy the seller may elect to declare forfeiture and cancellation of this contract and, upon such election being made, all rights of the purchaser hereunder shall be retained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation of contract may be sent by registered mail at the following address: Carson, Washington 98610, or at such other address as the purchaser will indicate to the seller in writing.

In the event any action or suit is brought under this contract by the seller against the purchaser to enforce any covenants herein for the payment of installments or otherwise, the purchaser agrees to stand all costs of the court and such other fees as the court may adjudge reasonable attorney's fees.

ALL PAYMENTS CALLED FOR HEREIN are to be made at the COLUMBIA GORGE BANK, Stevenson Branch, Stevenson, WA 98648.

IT IS FURTHER AGREED BY THE PARTIES HERETO that in the event of the taking of any part of the property for public use, or of the destruction of any of the improvements thereon by fire or other casualty, the moneys received by reason thereof shall be applied as a payment on account of the purchase price, less any sum which may be required to be expended in procuring such money; or, to the rebuilding or restoration of the premises.

JESSIE AGNES FULLER died intestate on the 12th day of November, 1981, and ALMA M. GRAHAM is the duly qualified and acting administratrix of her estate, which is probate cause No. 3072-P in the Superior Court of Skamania County, Washington. This contract of sale is entered into pursuant to an order entered Sept. 28, 1982, as amended, approving and confirming the sale of the real estate above described by the administratrix to the grantee herein, under previous order of the court.

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

Alma M. Graham
ALMA M. GRAHAM, Administratrix of the Estate of Jessie A. Fuller, Deceased. (Seller)

Raymond W. Teel
RAYMOND W. TEEL (Purchaser)

STATE OF WASHINGTON)
County of Skamania) ss.
County of Skamania)

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 1st day of September, 1982, personally appeared before me ALMA M. GRAHAM, in her capacity as administratrix of the estate of Jessie A. Fuller, deceased, and RAYMOND W. TEEL, a single person, to me known to be the individuals described as seller and purchaser and who executed the within instrument, and acknowledged that they 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.

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

No. _____
TRANSACTION EXCISE TAX

OCT 15 1982

Amount Paid \$ 120.38

Skamania County Treas.

By W. J. Cornwall Dyer

STATE OF WASHINGTON) SS.
COUNTY OF SKAMANIA)
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR INSTRUMENTS FILED BY
Robert X. Leuck
Stevenson, Wa.
3:25 P.M. - 11/5/82

Deed 624
W. WASH.
Gary D. Olson
COUNTY CLERK
V. Salmons DEPUTY

Registered g
by g
g
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