

SK-10488
2-B-31-7200

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 30th day of August, 1977, between HELEN A. BROOKS, a widow, herein-
after called the "seller", and N. L. HILL, an unmarried woman,
and R. LEE MacDONALD, an unmarried woman, hereinafter called the
"purchasers",

WITNESSETH: That the seller agrees to sell to the purcha-
sers and the purchasers agree to purchase from the seller, the
following described real estate, with the appurtenances, in Skama-
nia County, State of Washington:

Those portions of Government Lots 2, 3 and 4 in
Section 31, Township 3 North, Range 8 E.W.M., ly-
ing southerly of the Evergreen Highway, also known
as State Road No. 8 as the same is now constructed
and established; EXCEPTING (1) a strip of land 100
feet in width conveyed to the Portland and Seattle
Railway Company by deed dated February 2, 1906,
and recorded at Page 450 of Book 1 of Deeds, Records
of Skamania County, Washington; (2) the easterly 75
feet of Government Lot 4 of said Section 31, lying
southerly of State Highway No. 8 as presently locat-
ed and constructed (June 10, 1958) and northerly of
the right of way of the Spokane, Portland and Seat-
tle Railway Company acquired by deed dated February
2, 1906, and recorded at Page 430 of Book 1 of Deeds,
Records of Skamania County, Washington.

SUBJECT to a life estate, which the seller has a right to
and has retained, in the residence located on the above described
real property and in which the seller has resided and continues to
reside, together with a lot upon which the residence is situated,
more particularly described in Schedule "A" which is attached here-
to and is hereby incorporated by reference.

The terms and conditions of this contract are as follows:
The purchase price is ONE HUNDRED SIXTY-FIVE THOUSAND and no/100
Dollars (\$165,000.00), of which FORTY-SEVEN THOUSAND, EIGHT HUNDRED
FIFTY and no/100 Dollars (\$47,850.00) have been paid, which includes
the sum of TWO THOUSAND DOLLARS (\$2,000.00) earnest money, the re-
ceipt for all of which is hereby acknowledged, and the balance of
said purchase price, to-wit: ONE HUNDRED SEVENTEEN THOUSAND, ONE
HUNDRED FIFTY and no/100 Dollars (\$117,150.00), shall be paid as
follows:

5055

No. TRANSACTION EXCISE TAX

SEP 2 1977
Amount Paid

Skamania County Treasurer

By *[Signature]*Transaction in compliance with County subdivision ordinances.
Skamania County Auditor - *[Signature]*

Twenty-four (24) equal monthly installments of \$879.00, which represents interest only at 9% per annum on the unpaid principal balance; said payments to commence on the 1st day of October, 1977, with like payments thereafter for the duration of the 24-month period. Thereafter, the purchasers shall make monthly payments of \$1,097.69, commencing on the 1st day of October, 1978, and continuing until the entire unpaid principal balance together with interest at the rate of 9% per annum has been paid in full, said monthly payment representing both principal and interest.

The purchasers shall have the right to request the seller for permission to make additional principal payments, without penalty, 5 years from the date hereof; the seller shall not withhold her consent unreasonably but, in the event said payments would have a material adverse effect on the seller's income tax liability, the seller may require such additional payments to be made equally over a 3-year period.

All payments to be made hereunder shall be made at _____
Seattle First National Bank, Trust Department, Clark County or
Branch, Vancouver, Wa.
 at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be September 1, 1977.

(1) The purchasers have inspected the properties and represent to the seller that they are business people and have engaged in the business of rental properties and are aware of all the landlord/tenant duties and responsibilities; that no representations have been made to the purchasers that are not contained in this agreement and the purchasers accept the premises as is.

The purchasers are specifically familiar with the water system and individual sewer systems located on the property as well as all flowage easements held by the United States of America and all other easements of record.

(2) It is specifically agreed between the parties hereto that in addition to the life estate hereby retained by the seller, that the seller shall have the right to have her residence serviced by free water, easements for utilities, and free access to and from the beaches. That if any disagreement arises with regard to the retention of the life estate, together with any of the other necessary reservations for utility easements, free water, and access to the beaches, said dispute shall be resolved by arbitration.

(3) It is further agreed between the parties that this sale includes the sale of that certain personal property listed on Schedule "B" which is attached hereto and hereby incorporated by reference; that the price paid for said personal property is included in the total purchase price set out hereinabove and the values assigned to each of said items of personal property appears opposite said items on Schedule "B".

It is specifically understood and agreed that certain items of personal property located on the subject property are not a part of this agreement and shall remain the property of the seller; that for the purposes of clarity and to assist any person attempting to interpret this contract, those items of personal property which shall remain the sellers have been listed on Schedule "C" which is attached hereto and hereby incorporate by reference, it being again specifically understood by all parties hereto that many of these items are antique and items of sentimental value that the seller wishes to pass on to her heirs; that these items are not items in which a life estate has been held but are items that are not subject to this sale in any way.

(4) The purchasers assume and agree to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate. Current taxes, assessments and insurance shall be pro-rated at the date of closing.

(5) The purchasers agree, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as her interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(6) The purchasers assume all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agree that no such damage, destruction or taking shall constitute a failure of consideration. In case any

part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchasers to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchasers elect that said proceeds shall be paid to the seller for application on the purchase price herein.

(7) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, insuring the purchasers to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form and all easements of record.

(8) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers a warranty deed to said real estate, subject to seller's life estate herein retained, and excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller.

(9) Unless a different date is provided for herein, the purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchasers are not in default hereunder. The purchasers covenant to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the

real estate for any illegal purpose. The purchasers covenant to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchasers are entitled to possession.

(10) In case the purchasers fail to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insured, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchasers on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(11) In the event purchasers are in default of any covenant of this contract and remain in default after notice has been given, the seller, in addition to all other remedies, and after having waited ten (10) days from the date of notice of default, may declare the entire unpaid principal and interest due and owing in full.

(12) TIME IS OF THE ESSENCE of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchasers' rights hereunder terminated, and upon her doing so, all payments made by the purchasers hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchasers shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchasers' rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchasers at their address last known to the seller.

(13) Upon the seller's election to bring suit to enforce any

covenant of this contract, including suit to collect any payment required hereunder, the purchasers agree to pay a reasonable attorney's fee and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit or action to procure an adjudication of the termination of the purchasers' right hereunder, and judgment is so entered, the purchasers agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Helen C. Brooks
(Seller)

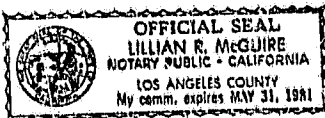
Lee Macdonald
(Purchasers)

STATE OF WASHINGTON)
County of) ss.

On this day personally appeared before me N. L. HILL, an unmarried woman, and R. LEE MacDONALD, an unmarried woman, 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 29th day of August, 1977.

Lillian R. McGuire
Notary Public in and for the State of Washington, residing at

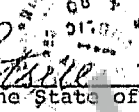


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STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me HELEN A. BROOKS, a widow, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of August, 1977.

A circular notary seal for Helen A. Brooks, Notary Public in and for the State of Washington, residing at Stevenson. The seal includes the text "NOTARY PUBLIC STATE OF WASHINGTON" and "Helen A. Brooks".
Helen A. Brooks
Notary Public in and for the State of
Washington, residing at Stevenson

(To be attached to and made a part of that certain real estate contract made and entered into on the 30th day of August, 1977, by and between HELEN A. BROOKS, seller, and N. L. HILL and R. LEE MacDONALD, unmarried women, as purchasers)

SCHEDULE "A"

The attached map marked Exhibit 1, specifically referred to and hereby incorporated by reference depicts the area retained by the seller as a life estate. Should the legal description be determined by any court to be insufficient or inadequate, then the parties hereto consent to have said property surveyed and agree that the results of said survey may be substituted for the legal description herein contained at any time any question arises as to the validity of the description, with costs to be borne equally by the parties.

SCHEDULE "B"

Personal Property Included in Sale:

<u>LOCATION</u>	<u>ITEM</u>	<u>VALUE</u>
In Duplexes	2 Stoves	\$ 300.00
	2 Refrigerators	\$ 100.00
Tr. Space #1	8 x 28 ft. Trailer House	\$ 900.00
	1 Stove	\$ 25.00
	1 Refrigerator	\$ 50.00
	Settee	\$ 50.00
	Folding Table	\$ 20.00
	2 Chairs	\$ 10.00
	Bed	\$ 40.00
	Curtains & Throw Rug	\$ 20.00
Tr. Space #2	8 x 45 ft. Trailer House	\$ 1,500.00
	Stove	\$ 75.00
	Refrigerator	\$ 75.00
	Davenport & Chair	\$ 75.00
	Coffee Table	\$ 10.00
	Dinette Table w/4 Chairs	\$ 75.00
	Bed	\$ 75.00
	Curtains & Drapes	\$ 20.00
Wash House	2 Washers	\$ 100.00
	2 Dryers	\$ 100.00
	Rinse Tray & Table	\$ 75.00
Water System	1 - 1/2 hp.o. water pump on river place	\$ 20.00
	1 - 2 1/2 h.p. water pump on drilled well	\$ 225.00
	1 - water tank	\$ 500.00
	1 - booster pump under water tank to hold pressure	\$ 50.00

EXHIBIT 1

HIGHWAY

HERMAN LANE
ACCESS RD.

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2. R. HIGH OF WAY

Э. П. Ев

JOYCE LANE

ACCESS RD TO HOUSE

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424

1947

15

42 77

1A HOUSE

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to BASEMENT

DRIVE WAY

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26 Feb

14.9.2014

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1975

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7/1/77

(To be attached to and made a part of that certain real estate contract made and entered into on the 30th day of August, 1977, by and between HELEN A. BROOKS, seller, and W. L. HILL and R. LEE MacDONALD, unmarried women, as purchasers)

SCHEDULE "C"

Personal Property Not Included in Sale:

All furniture and furnishings in residence retained by seller in life estate including:

Living Room Furnishings, Radio, T.V., Wall Clocks, Large Rug

Table and Chairs in Dining Room

Bedroom Set in Master Bedroom, Small Upholstered Swing Rocker, Sewing Table and Sewing Machine, Wall Desk and Chair

Bedroom Set in Second Bedroom

All Furnishings in Guest Apartment Located in basement of Reserved Residence

Deep Freeze in Fruit Room

All Wood Working Tools Located in Basement of Reserved Residence Together With Work Tables and Benches

All Lawn and Garden Tools, including Small Lawn Mower, Bowling Riding Mower and Home Made Cart for Same, Wheel Barrow With Fiberglass Garden Hose and Sprinklers

IT IS THE INTENT of the seller that all household furniture and furnishings, handtools, and wood working tools contained in and about the premises in which the seller reserved a life estate shall remain in the seller and this list is not intended to be exhaustive but merely exemplary of those items reserved. The replacement for any of the items likewise will be reserved.

