

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 30th day of May, 1980, by and between HOUSING OUR PEOPLE ENTERPRIZE, INC., a non-profit corporation, by and through its' duly elected President and Secretary, hereinafter called the "seller", and CASCADE PROPERTIES, a Partnership, hereinafter called the "purchaser", WITNESSETH:

That this contract is made in furtherance of that certain Earnest Money Receipt and Agreement dated May 15, 1980, by and between the seller and one Gary R. Hegewald, acting as agent for Hegewald Properties, a partnership, whose name has subsequently been changed to "Cascade Properties", and the parties acknowledge that "Cascade Properties, a Partnership" stands in place and in stead of Hegewald Properties.

The seller agrees to sell to the purchaser, and the purchaser agrees to buy of the seller, the following described real estate, with the appurtenances thereon, situated in Skamania County, Washington:

7536 PARCEL "A"

TRANSACTION EXCISE TAX

JUL 4 1980

Amount Paid \$2,000.00

Skamania County Treasurer

By Timothy J. DeLoe, Jr.

A tract of land located in the Northeast Quarter of the Southwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

BEGINNING at a point 100 rods East of the quarter corner on the West line of the said Section 17; thence East 165 feet; thence South 264 feet; thence West 165 feet; thence North 264 feet to the point of beginning.

PARCEL "B"

A tract of land located in the Northeast Quarter of the Southwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

BEGINNING at a point 100 rods East of the quarter corner on the West line of the said Section 17; thence East 165 feet to the initial point of the tract hereby described; thence East 165 feet; thence South 264 feet; thence West 165 feet; thence North 264 feet to the initial point.

The terms and conditions of this contract are:

1. Purchase Price. The purchase price is TWO HUNDRED THOUSAND and no/100 DOLLARS (\$200,000.00), of which ONE THOUSAND DOLLARS (\$1,000.00) has been paid in the form of earnest money and FORTY-NINE THOUSAND DOLLAR (\$49,000.00) has been paid as a downpayment, for a total payment of FIFTY TWO THOUSAND DOLLARS (\$50,000.00), the receipt of which is hereby acknowledged.

ed, and the balance of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) shall be paid as follows:

- (a) The purchasers agree to assume the unpaid balance of that certain Mortgage dated April 13, 1977, by and between HOPE, INC., as Mortgagor, and RIVERVIEW SAVINGS ASSOCIATION, Mortgagee, and recorded on April 19, 1977 in Book 54 of Mortgages, Page 164, Auditor's File No. 83890, in the Office of the Recording Officer of Skamania County, Washington, to secure an indebtedness of \$46,800.00, and of which there is an approximate unpaid balance of \$45,049.22; and
- (b) That certain Mortgage dated May 1974, by and between HENRY STEPHENS and FERN E. STEPHENS, h&w, Mortgagors, and COLUMBIA GORGE BANK, a Corporation, the Mortgagee, and recorded May 8, 1974, in Book 51 of Mortgages, at Page 564, Auditor's File No. 77472, in the Office of the Recording Officer of Skamania County, Washington, to secure an indebtedness of \$10,000.00, and of which there is an approximate unpaid balance of \$4,762.45; and
- (c) Leaving an unpaid principal balance of \$ 100,000.00 which shall be paid in the following manner:
Purchasers shall pay at least \$1,000.00 per month, including interest at the rate of 10% per annum, the first of said payments due on the 10th day of July, 1987, with like payments thereafter on the 10th day of each month until July 1, 1988; that on or before July 1, 1988, the purchaser shall pay the entire unpaid balance of the purchase price, including any accumulated interest.

2. Assignment of Leases, Reserve Accounts, and Deposits. The seller agrees that simultaneously with the sale of the afore described real estate, that this agreement shall constitute an assignment of all leases and other forms of rental agreements, either oral or written, which the seller has with its tenants. And pursuant thereto, an assignment of all reserve accounts and/or cleaning and/or damage deposits, together with the right to receive all rentals due beginning with the month of June, 1980. And further, that any deposits of the last months rents are hereby assigned to the purchaser subject only to the tenants' rights therein.

3. Bill of Sale. Further, this agreement shall constitute, and by this agreement, the seller does sell, bargain, and transfer unto the purchaser, all personal property located on the premises, including but not limited to washing machines, dryers, and other items of furniture and fixtures now located on the premises.

4. Insurance Policies. The seller hereby assigns any interest it has in any policy of liability or fire insurance covering the subject

property, and the purchaser agrees to keep the premises now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire and to pay all premiums therefor until the purchase price is fully paid.

5. Liens. The seller agrees that any liens which are not discharged prior to date of closing may be paid from any funds on deposit with the escrow or closing agent.

6. Warranty Deed. Seller agrees to execute, simultaneously herewith, a warranty deed in fulfillment of real estate contract, said instrument to be deposited with the closing agent and to be held in escrow for recording at such time as this contract has been paid in full.

7. Subordination of Seller's Security. In the event it is necessary, in the opinion of the purchaser, to make major repairs on the premises, the seller agrees that its' security interest therein may be subordinated to a lending institution of the purchaser's choice, as long as the proceeds from any such loan are used primarily for the betterment of the improvements on the subject real property, so as the net effect of said transaction is not to jeopardize the security of the seller and, this contract hereby constitutes a subordination which any lending institution may rely upon.

8. Costs of Closing. The closing costs of this transaction shall be borne by the parties as follows:

Seller - Title Insurance, Excise Tax, 1/2 Legal and Escrow Fees, Recording Costs, and Documentary Stamps.

Purchaser - 1/2 Legal and Escrow Fees

9. Date of Possession. The purchaser shall be entitled to physical possession of the premises on June 1, 1980.

10. Taxes and Assessment. The purchaser agrees to pay before delinquency, all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate.

11. Damages. Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; 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 or any part thereof for any illegal purpose.

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12. In the event that the purchaser shall fail to make any payment hereinbefore provided, the seller may pay such taxes and 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 12 % per annum until paid, without prejudice to any other rights of seller by reason of such failure.

13. The purchaser agrees 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 to and made a part hereof.

14. Title Insurance. The seller has procured, or agrees to procure within ten 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 by reason of prior liens not assumed by the purchaser in this contract.

15. TIME IS OF THE ESSENCE of this agreement. If the purchaser 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 all of the purchaser's rights hereunder terminated, and upon their doing so all payments made by the purchaser 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. 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 338, Stevenson, Washington 98648, or at such other address as the purchaser shall indicate to the seller in writing. If the seller, within six months after such forfeiture, shall commence an action to procure an adjudication of the termination of the purchaser's rights under this contract, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a rea-

reasonable attorney's fee.

Or the seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchaser, are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

16. Taking for Public Use, or Destruction. In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the seller may be required to expend in procuring such money or, at the election of the seller, to the rebuilding or restoration of the premises.

17. Escrow. This transaction shall be closed in the office of an escrow agent or an attorney of seller's choice on May 30, 1980, and after closing this contractual agreement shall be transferred to River-view Savings Association or the Columbia Gorge Bank, together with the Warranty Deed in Fulfillment of Real Estate Contract, with instructions to such escrow agent to record said deed upon full payment of this contract according to its' terms and conditions, or to deliver the deed and contract to the seller upon purchaser's default and proof by the seller that purchaser has been notified of its' default and has failed to cure the same for a period of twenty (20) days.

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JUNE 78 PAGE 293

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

SELLER: HOUSING OUR PEOPLE ENTERPRIZES, INC.,
a Non-profit Corporation, by:
Frank Mason (President)
Thelma Fanning (Secretary)

PURCHASER: CASCADE PROPERTIES, a Partnership,
by:
Gary R. Hefwald and Robert K. Leick

STATE OF WASHINGTON)
) ss.
County of Skamania)

This is to certify that on this 30th day of May, 1980, personally appeared before me Frank Mason and Thelma Fanning, to me known to be the President and Secretary, respectively, of HOUSING OUR PEOPLE ENTERPRIZES, INC., the corporation that executed the foregoing instrument, and GARY R. HEGFWALD and ROBERT K. LEICK, to me known to be the persons constituting CASCADE PROPERTIES, the partnership that executed the foregoing instrument, all acknowledging said instrument to be the free and voluntary act and deed of the parties, for the uses and purposes therein mentioned, and on oath stating that they were authorized to execute said instrument; that the seal affixed is the corporate seal of HOUSING OUR PEOPLE ENTERPRIZES, INC.

WITNESS my hand and official seal hereto affixed the day and year first above written.
Shirley A. Little
Notary Public in and for the State of Washington, residing at Stevenson

STATE OF WASHINGTON)
) ss.
County of Skamania)

This is to certify that on this 30th day of May, 1980, personally appeared before me FRANK MASON and THELMA FANNING, to me known to be the President and Secretary, respectively, of HOUSING OUR PEOPLE ENTERPRIZES, INC., the corporation that executed the foregoing instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.
Robert K. Leick
NOTARY PUBLIC in and for the State of Washington, residing at Stevenson

