

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 19th day of June, 1981, by and between RICHARD L. STYRWOLD and CATHLEEN M. STYRWOLD, husband and wife, hereinafter called the "Sellers", and ROBERT J. KILPATRICK and SHARON R. KILPATRICK, husband and wife, hereinafter called the "Purchasers", WITNESSETH:

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

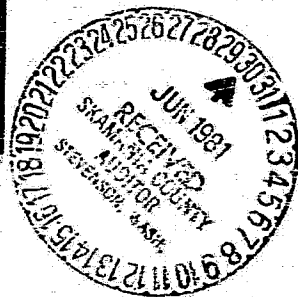
Lot 8, CHESTER R. NELSON SUBDIVISION in Section 21, Township 3 North, Range 8 East of the Willamette Meridian, according to the official plat thereof on file and of record at page 111 of Book "A" of Plats, records of Skamania County, Washington.

SUBJECT to a mortgage in favor of Clarke County Savings and Loan Association (now known as River-view Savings Association, a Washington Corporation) by and between Terry G. Rodgers and Sonja Lee Rodgers, husband and wife, as mortgagors, and said Savings and Loan Association, as mortgagee, dated the 7th day of April, 1972, and recorded on April 12, 1972, under auditor's file no. 74644, Book 49, Page 693, Mortgage Records of Skamania County, Washington, the unpaid balance of which is \$ 13,598.50 as of June 1, 1981, and which mortgage the purchasers herein do not assume; and

SUBJECT to those additional expenses appearing of record under Order No. 1755, Preliminary Commitment for Title Insurance, issued by Clark County Title Co, Skamania Office, on the 13th day of May, 1981, signed by Jerry Rock, Title Officer.

Purchase Price and Payment: The total purchase price is FIFTY-THOUSAND DOLLARS (\$50,000.00) of which the sum of EIGHT THOUSAND DOLLARS (\$8,000.00), including \$500.00 earnest money, has this day been paid by Purchasers, the receipt of which is hereby acknowledged by Sellers, and the balance of FORTY-TWO THOUSAND DOLLARS (\$42,000.00) shall be paid in the amounts and at the times stated as follows:

Monthly payments of \$399.98, or more, the first of said payments to be made on the 5th day of July,



Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By:

1981, and continuing thereafter on the 5th day of every month during the period of this contract, with interest on all deferred payments, to be computed from the date of this agreement at the rate of eleven per cent (11%) per annum and to be paid on each principal paying date. Purchasers may make larger payments at anytime, or pay the contract in full, and interest shall immediately cease on all payments so made. PROVIDED, HOWEVER, that the entire unpaid principal balance and interest will be paid in full no later than the 5th day of July, 1988.

Date of Possession: It is agreed that the Purchasers shall have possession of said premises from the 19th day of June, 1981.

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

Insurance. Purchasers agree to keep and maintain insurance on the improvements on said premises in the sum of not less than \$ 48,000.00. Purchasers also agree to assume all hazards of damage to or destruction of any improvements on said premises; and agree to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agree not to use the premises for any illegal purpose.

In the event the Purchasers fail to make any payment hereinabove provided for taxes, assessments, and/or insurance, the Sellers may make any such payment and any amount so paid by the Sellers shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 11% per annum until paid, without prejudice to any other rights of Sellers by reason of such failure.

Condition of Premises: The Purchasers agree that a full inspection of the premises has been made and that neither the Sellers nor their 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.

Title Insurance and Deed: Sellers agree to procure a Purchaser's policy of title insurance, insuring the Purchasers to the full amount of the purchase price against loss or damage by reason

of defect in the title of the Sellers to the real estate herein described or of reason of prior liens not assumed by the Purchasers in this agreement.

Sellers further agree, upon 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, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Sellers.

TIME IS OF THE ESSENCE OF THIS AGREEMENT. In the event the Purchasers shall fail to make any payment called for herein on time, in addition to any other remedy provided for herein, and without waiving any other remedy, the Sellers shall have a right to charge a late fee of \$50.00 plus any attorney's fees incurred as a result of mailing out late notices, any such sums to be paid by the Purchasers in the event any payment is more than ten (10) days delinquent; PROVIDED, HOWEVER, and notwithstanding any other remedy herein to the contrary, if the Purchasers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein requested, the Sellers may elect to declare a forfeiture by written notice to Purchasers, and at the expiration of thirty (30) 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 Sellers doing so, all payments made by the Purchasers hereunder and all improvements placed upon the premises shall be forfeited to the Sellers as liquidated damages, and the Sellers 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: Gen Delving Carson or at address
to be furnished by purchaser, or at such other address as the Purchasers shall indicate to the Sellers in writing.

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, the moneys received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made at
1475 BLUEBONNET AVE. MEDFORD, OREGON 97501.

IT IS FURTHER AGREED that this contract shall not be assigned by the Purchasers without the written consent of the Sellers; provided that the Sellers shall not unreasonably withhold said consent, upon proof to the Sellers that the prospective new purchasers would not jeopardize Sellers' security.

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

SELLERS:

8232

No.

TRANSACTION EXCISE TAX

JUN 30 1981

Amount Paid 500.00

Shamania County Treasurer
 By Shamania County Treasurer

STATE OF OREGON)

) ss.

County of)

I, the undersigned, a Notary Public in and for the State of Oregon, do hereby certify that on this 15 day of June, 1981, personally appeared before me RICHARD L. STYRWOLD and CATHLEEN M. STYRWOLD, husband and wife, to me known to be the individuals described as sellers 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.



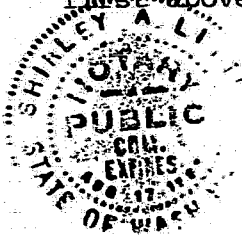
Sam L. Taylor
 Notary Public in and for the State of
 Oregon, residing at 1217 Crater Lake Ave.
Medford, OR 97501

My Commission expires: May 31, 1982

STATE OF WASHINGTON)
) ss.
County of Skamania)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 19th day of June, 1981, personally appeared before me ROBERT J. KILPATRICK and SHARON R. KILPATRICK, husband and wife, to me known to be the individuals described as purchasers and who executed the foregoing 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 A. Little
Notary Public in and for the State
of Washington, residing at Steven-
son therein.