

MAIL TO: 93905
Mr. & Mrs. Sassaman
Milepost 3.63 L Skye Road
Washougal, Washington 98671

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12637
5-5-19-13-100

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between JAMES C. KAISER, JEAN M. KAISER, ROBERT M. MALONEY, ROSALYN M. MALONEY, FELIX R. SZYMANSKI & PATRICIA A. SZYMANSKI, hereafter referred to as "Seller" and TERRY L. & VICKI R. SASSAMAN, husband and wife, hereinafter referred to as "Purchaser."

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

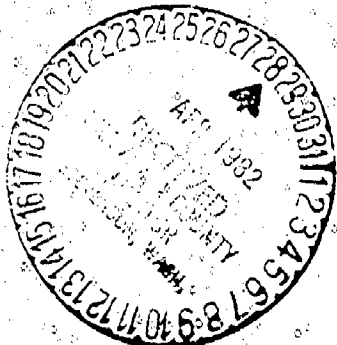
Lot 21 & Lot 22, Skamania Highlands, according to the official plat thereof recorded at page 140 of Book "A" of plats, records of Skamania County, Washington.

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of TWENTY-ONE THOUSAND DOLLARS (\$21,000.00) of which Purchaser has paid to Seller the sum of Five Thousand Two Hundred & Fifty Dollars (\$5,250.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$15,750.00 shall be due and payable in quarterly principal installments of SEVEN HUNDRED & EIGHTY SEVEN DOLLARS & FIFTY CENTS (\$787.50), or more at Purchaser's option, commencing on July 1, 1982 and continuing on the first day of each October, January, April and July thereafter until the entire purchase price is paid in full. The declining balances of the purchase price shall bear interest computed from the date of this contract at the rate of twelve percent (12%) per annum, and such interest shall likewise be payable in quarterly installments due on the principal installment dates noted above.

2. ASSIGNMENT: Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the prior written consent of the Seller.

3. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes levied on the property are paid through the calendar year 1982, and such taxes thereon for 1983 shall be prorated between the parties as of the date of this contract. Purchaser covenants to seasonably pay all such real property taxes and other governmental or municipal assessments thereafter levied on the property during the performance of this contract.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.



5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the property upon the execution of this contract and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter the premises at reasonable times to inspect and to determine that this contract is being performed. Purchaser covenants to use the premises in a lawful manner, to commit or suffer no waste thereof, to refrain from cutting any merchantable timber on the property except with the prior written consent of Seller, to maintain the fences on the property in a good state of repair and to generally manage and tend the cleared fields thereon in a good husbandlike manner to the end that such fields shall remain reasonably free of undue weeds and brush. Purchaser covenants further to seasonably pay all charges incurred by him in connection with his use and occupancy of the premises for improvements, repairs or otherwise to the end that no liens for the same shall attach to the property. If Purchaser shall neglect or fail to make any such payments for taxes, repairs, improvements or other charges which in the opinion of Seller may attach as a lien to the premises or if Purchaser shall neglect to maintain the same as provided above, then Seller may, at his election, make any such payments or perform any such necessary maintenance to the premises, and any amounts so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at this election, add the amount thereof to the unpaid balance of this contract.

Seller covenants upon the payment and performance of this contract to execute and deliver to Purchaser a warranty deed in statutory form conveying the real property as hereinabove described free of liens or encumbrances as of the date of this contract except as may be noted above, but Seller shall not warrant against any such liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the execution of this contract. Seller has furnished to Purchaser upon the execution of this contract a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property and which policy constitutes Seller's sole duty to furnish title insurance or abstract of title.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of fault by Purchaser in the payment of the several sums herein provided or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller or any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

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In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser at Milepost 3.63 L= Skye Road - Washougal, Washington 98671 or to such other address as Purchaser may hereafter designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 26 day of March, 1982.

SELLER:

JAMES C. KAISER

JEAN M. KAISER

ROBERT M. MALONEY

ROSALYN M. MALONEY

FELIX R. SZYMANSKI

PATRICIA A. SZYMANSKI

PURCHASERS:

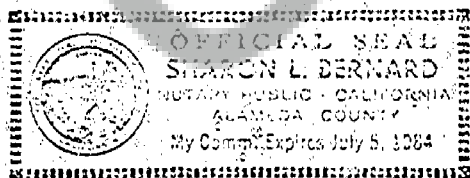
TERRY L. SASSAMAN

VICKI R. SASSAMAN

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)SS

On this day personally appeared before me JAMES C. KAISER, JEAN M. KAISER, ROBERT M. MALONEY, ROSALYN M. MALONEY, FELIX R. SZYMANSKI AND PATRICIA A. SZYMANSKI, known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26 day of MARCH, 1982.



MY COMMISSION EXPIRES:

July 5, 1984

Sharon L. Bernard
NOTARY PUBLIC IN AND FOR THE STATE
OF CALIFORNIA:

Residing at 2610 Central Ave
Union City, CA.

APR 28 1982
\$210.00

93905

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STATE OF WASHINGTON)
COUNTY OF CLARK) SS

On this day personally appeared before me TERRY L. and VICKI R. SASSAMAN, known to me 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 13th day of April, 1982.



Rosemarie Bartlett
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON
Residing at Vancouver, therein

MY COMMISSION EXPIRES: 10/24/85

STATE OF WASHINGTON: SS
COUNTY OF CLARK

St. Charles Co.
Hansen, wa. 98648

3:00 P. 4/28 82

Seeks 98

Gary M. Olson
COUNTY AUDITOR

D. Salverson
DEPUTY