

96645

BOOK 82 PAGE 831

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 3rd day of Nov., 1983, by and between JACK SPRING and MELBA SPRING, husband and wife, hereinafter called the Sellers, residing in Skamania, State of Washington, and MICHAEL GENE BUNKE and VERA M. BUNKE, husband and wife, hereinafter called the Purchasers, residing at N.14610 Shady Slope Rd., Spokane, Washington, WITNESSETH:

That the Sellers agree to sell and the Purchasers agree to purchase the following described real estate, with the appurtenances thereon, to-wit:

Lot No. 1 of JACK SPRING'S SHORT PLAT NO. 4, as recorded in Book 3, Page 21 of the Short Plat Records of Skamania County, Washington, Auditor's File No. 93378, on 11/30/81.

The total purchase price is SEVEN THOUSAND, FIVE HUNDRED and no/100 (\$7,500.00) DOLLARS, payable in the following manner:

The sum of \$1,000.00 down, the receipt of which is hereby acknowledged, and the balance of \$6,500.00 to be paid in monthly payments of \$100.00 each, the first of said payments to become due and payable on the 19th day of Dec, 1983, and continuing for sixty-five (65) consecutive months thereafter.

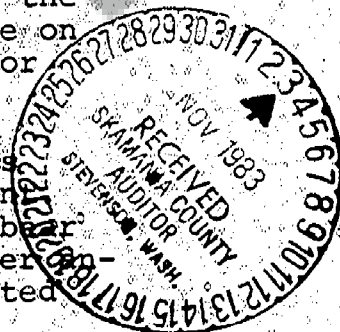
It is the intent of the parties hereto that this contract does not bear interest unless delinquent. From and after delinquency this contract shall bear interest at the rate of twelve per cent (12%) per annum on the entire unpaid principal and accumulated interest.

1. Possession. It is agreed that the Purchasers shall have possession of said premises from the 19 day of Dec, 1983.

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

3. Insurance. Purchasers agree to keep and maintain insurance on the improvements placed on said premises and to assume all hazards of damage to or destruction of any improvements thereon. Purchasers further agree to keep any buildings and/or improvements on said premises in good condition and repair and not to permit waste nor use the premises for any illegal purpose.

Transaction in compliance with County sub-division ordinances.
Skamania County Assessor - By: X



4. In the event Purchasers fail to make payments herein provided the Sellers may pay such taxes or assessments and effect such insurance and any amount so paid by the Sellers shall be deemed a part of the purchase price and shall become payable forthwith.

5. Inspection of Premises. 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.

6. Deed. Sellers agree, upon full payment of the purchase price in the manner hereinbefore specified, to execute and deliver to Purchasers a Warranty Deed to the real property, excepting any part which may hereafter be condemned, free and clear of encumbrances.

TIME IS OF THE ESSENCE of this agreement. If the Purchasers shall fail to comply with or perform any covenant or agreement hereof promptly and in the manner herein required, the Sellers may elect to declare a forfeiture by written notice to the 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: _____, or at such other address as the Purchasers shall indicate to the Sellers in writing.

OR, IN THE ALTERNATIVE, Sellers may elect to declare all amounts unpaid under this contract immediately due and institute suit to collect the same together with reasonable attorney's fees; provided that if within thirty (30) days after the commencement of any such action, the Purchasers perform all alleged breaches of covenant or conditions of this contract and have performed all covenants subsequent to the commencement of the action, together with payment to Sellers of Sellers' actual attorney's fees and taxable costs, this contract shall be reinstated.

CONDEMNATION. In the event of the taking of any part of the subject 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.

PAYMENTS. The payments called for herein are to be made directly to the Sellers.

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

Wm. A. Bunk

Vera M. Bunk
Purchasers

Jack Spriggs

Melba E. Spriggs
Sellers

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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 3rd day of Nov., 1983, personally appeared before me JACK SPRING and MELBA SPRING, husband and wife, to me known to be the individuals described in 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 A. Pettit
 Notary Public in and for the State of Washington, residing at Stevenson

STATE OF WASHINGTON)
) ss.
 County of Spokane)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 28th day of Oct., 1983, personally appeared before me MICHAEL GENE BUNKE and VERA M. BUNKE, husband and wife, to me known to be the individuals described in 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.

Charles P. Beagrie
 Notary Public in and for the State of Washington, residing at Spokane

9534

No.
 TRANSACTION NO.

NOV 3 1983

Amount Paid \$80.25

William J. Cornwell
 Skamania County Treasurer

By