

SK-13299

01-05-18-0-0-0400-00

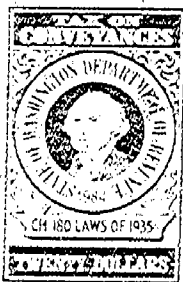
01-05-18-0-0-0400-06

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between SHARLEEN ANN JAMES, a married woman in her separate estate, herein-after referred to as "Seller", and DALE P. PERRY and SANDRA M. PERRY, 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 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.



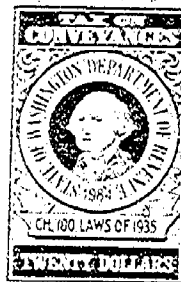
DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

The South half of the Southwest quarter of the Northeast quarter of the Southeast quarter; the South half of the Southeast quarter of the Northwest quarter of the Southeast quarter; the Northwest quarter of the Southeast quarter of the Southeast quarter; and the Northeast quarter of the Southwest quarter of the Southeast quarter; all in Section 18, Township 1 North, Range 5 East of the Willamette Meridian.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across the North 60 feet of the East three-fourths (3/4) of the Southeast quarter of said Section, and TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across the West 60 feet of the Northeast quarter of the Northwest quarter of the Southeast quarter and the West 60 feet of the North half of the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 18, Township 1 North, Range 5 East of the Willamette Meridian.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across the East 60 feet of the Southwest quarter of the Southeast quarter of the Southeast quarter of said Section 18, Township 1 North, Range 5 East of the Willamette Meridian.

SUBJECT TO easement granted to Northwestern Electric Company by instrument recorded in Book "W" of Deeds, page 389, records of said County.



AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00), of which Purchaser has paid to Seller the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges.



M. J. W. AJMANN  
ATTORNEY AT LAW  
100 N. 1ST ST.  
SEASIDE, WASHINGTON 98047  
TEL. 206-334-3502



-1-

Amount Paid 12,240.00

By Skamania County Treasurer

SK-13299

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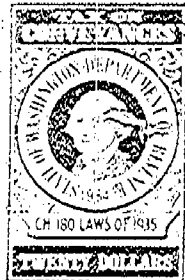
TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across the West 60 feet of the Northeast quarter of the Northwest quarter of the Southeast quarter and the West 60 feet of the North half of the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 18, Township 1 North, Range 5 East of the Willamette Meridian.

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M. J. A. A. MANN  
ATTORNEY AT LAW  
101 N. 4TH ST.  
SEASIDE, WASHINGTON 98582  
PHONE 434-3502



-1-

Amount Paid \$12,840.00

By Skamania County Treasurer



The balance of the purchase price in the sum of \$110,000.00 shall be due and payable in annual installments of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) on principal, together with accrued interest, commencing on December 20, 1984 and continuing on the same day of each year thereafter, PROVIDED HOWEVER, that each fifth (5th) annual payment, commencing with the payment due December 20, 1988, shall include an additional \$5,000.00 payment on principal, and PROVIDED FURTHER, that Purchaser shall pay to Seller an additional principal payment of \$30,000.00 at the time of closing of the sale of Purchaser's residence in Redmond, Washington, or not later than January 10, 1985, whichever date shall first occur. Notwithstanding the foregoing, the entire principal balance and interest shall be paid in full on or before December 20, 2003. The declining balances of the purchase price shall bear interest from December 20, 1983 at the rate of ten percent (10%) per annum until paid in full as aforesaid. Purchaser shall be fully privileged to pre-pay all or any part of the purchase price at any time during the performance of this contract.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1983. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. It is acknowledged that the property is presently classified in a special time use category for purposes of taxation and Purchaser covenants to continue such taxation classification or, in the event the property is removed by Purchaser from such classification, to pay any and all assessments for past or future tax years resulting from withdrawal from current use classification.

3. 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.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on December 20, 1983, and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of 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 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 of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to 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's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. PARTIAL CONVEYANCE OF TITLE: It is understood that Purchaser may desire to obtain title to portions of the property herein prior to the final payment and performance of this contract and Seller agrees, provided that this contract is not then in default, to convey to Purchaser, in partial performance of this contract, portions of the property in multiples of five (5) acres as may be so selected by Purchaser, but subject to the following conditions and limitations:

(a) Purchaser shall be entitled to the first conveyance of five acres in partial performance of this contract when the outstanding principal balance owing on the contract has been reduced to not more than \$80,000.00. Thereafter, Purchaser shall be entitled to further conveyance of five acres for each \$20,000.00 reduction in the principal balance owing on the contract.

(b) Any such release in partial performance of this contract shall be solely at Purchaser's expense, including any expense for surveying, drafting of instruments, or complying with State or local laws or ordinances. Purchaser specifically covenants to comply with all local ordinances, including short plat ordinances, applicable to the division of such property by the releases herein.

(c) Any such releases shall preserve access to the unreleased portions of the property, and Seller will not be required to make any such release or partial conveyance which will unreasonably impair Seller's security interest in the property.

(d) Such conveyances in partial performance of this contract shall include the conveyance of an access easement to the parcel released.



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Sharleen Ann James

Dale P. Perry

P U R C H A S E R

On this day personally appeared before me SHARLEEN ANN JAMES, 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.

Notary Public in and for the State  
of Washington,  
Residing at Chehalis, City

On this day personally appeared before me DALE P. PERRY and SANDRA M. PERRY, 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.

Notary Public in and for the State  
of Washington,  
Residing at *Morcan, Indiana*

RECEIVED AT THE WITHIN  
FILED BY  
SKIMMARD COUNTY HILL CO  
STEVENSON, WA  
JAN 3 1954  
DEEDS 20  
J M Olson  
d. New