

97670

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SK-13450

02-05-33-0-0-0102-00

REAL ESTATE CONTRACT

This REAL ESTATE CONTRACT executed this date between GERALD O. ERICKSON and LOUISE C. ERICKSON, husband and wife, hereinafter referred to as "Seller", and RONALD A. SHOEMAKER, an unmarried man, 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 Purchaser agrees to buy from the Seller, the following described real property with the barn and mobile home thereon as described below, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract:

All that portion of the following described property lying South or Southerly to County Road No. 106, designated as the Washougal River Road, to-wit:

The Northeast quarter of the Northeast quarter of Section Thirty-three (33), Township Two (2) North, Range Five (5) East of the Willamette Meridian, except one acre conveyed to Gertrude S. Ferguson by deed recorded at page 546 of Book 29 of Deeds, records of Skamania County, Washington; and except the following described tract: BEGINNING at the intersection of the center line of County Road No. 106 designated as the Washougal River Road and the East line of the said Section 33; thence North along said East line 208 feet; thence West 208 feet; thence South parallel to said East line 416 feet; thence East 208 feet to the intersection with the East line of the said Section 33; thence North 208 feet along said East line to the point of beginning.

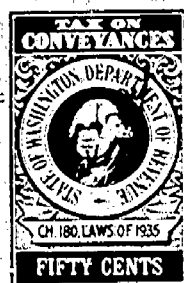
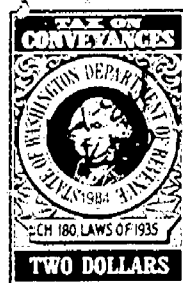
EXCEPT right of way for the Washougal River Road aforesaid.

SUBJECT TO easement for electric transmission lines as now appearing of record.

TOGETHER WITH the 24' x 36' pole barn and the 12' x 60' Nashu mobile home, Model Year 1968, Serial or I.D. No. NYB 2KD12685 now situated and installed on the aforesaid property.

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

1. CONSIDERATION AND PAYMENT: The total purchase and sale price for the aforesaid real estate, buildings and mobile home is the total of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), of which Purchaser has paid the sum of FOUR THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$4,800.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$35,200.00 shall be due and payable by Purchaser to Seller in monthly installments of FOUR HUNDRED AND NO/100 DOLLARS (\$400.00), or more at Purchaser's option, commencing on the 5th day of June, 1984, and continuing on the 5th day of each month thereafter until the entire purchase price and interest is paid in full. The declining principal balances of the purchase price shall bear interest from May 1, 1984, at the rate of ten percent (10%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from payment to payment and



MILLER & LAHMANN
ATTORNEYS AT LAW
335 N.E. 5TH AVE.

CAMAS, WASHINGTON 98607

AREA CODE 206 TELEPHONE 634-3502

Transaction in compliance with County sub-division ordinances.
Skamania County Assessor - By: 810

the balance credited to the principal. Purchaser is privileged to make larger or additional payments or may retire the entire balance of the purchase price at any time, all without penalty.

2. ASSIGNMENT: The interest of Purchaser in the within contract shall not be subject to assignment or other transfer, nor will Purchaser sell, contract to sell, encumber or otherwise transfer or alienate his interest in this contract or the property described herein, except with the prior written consent of Seller, and which consent Seller agrees not to unreasonably withhold.

3. TAXES, INSURANCE AND ASSESSMENTS: Seller warrants that the real and personal property taxes and all assessments against the aforesaid property and mobile home are paid through the first half of 1984. Purchaser covenants to seasonably pay all such real and personal property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Purchaser covenants during the performance of this contract, at his sole expense, to keep said mobile home and pole barn and any other insurable buildings on the property continually insured against fire and extended coverage through a policy or policies issued by a company or companies authorized to transact such insurance business in the State of Washington to the full insurable value of the same, with proceeds of such insurance payable to the parties herein as their interests shall appear. Such policies of insurance or other proof of such insurance shall be delivered to Seller, and such policies shall contain an endorsement or other provisions to the effect that in event of cancellation of such insurance, notice of such cancellation shall be furnished to Seller by certified mail not less than ten (10) days prior to cancellation. In event of an insurable loss and the payment of insurance proceeds to Seller, then any sums so paid shall be credited upon the unpaid balance of this contract, except that in event of a partial loss the proceeds of the insurance may, with Seller's approval, be applied to the expenses of repair occasioned by any such partial loss.

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 possession of the property as of May 1, 1984, 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, to commit or suffer no waste thereof, to maintain the premises, including the mobile home and pole barn, in a good state of repair and maintenance, to refrain from performing any material alterations to the property, its buildings or improvements, except with Seller's prior written consent, and specifically agree that said mobile home and pole barn shall be deemed fixtures attached to the real property and no part of the same shall be removed during the performance of this contract except as provided below. Purchaser covenants further to seasonably pay all

charges incurred in connection with the premises for repairs, utilities, improvements or otherwise, to the end that no liens may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail to pay the taxes, assessments or insurance premiums, or shall neglect any other charge which in the opinion of Seller may attach as a lien to the premises, or if Purchaser shall fail to properly repair or maintain the premises and said barn and mobile home, then Seller may, at his election, make any such payments or perform any such repairs or maintenance, and any sums so paid by Seller thereby shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Legal title to the aforesaid real property, barn and mobile home shall be and remain vested in Seller until the final payment and performance of this contract except however, title and ownership of the aforesaid mobile home shall vest in Purchaser when the unpaid balance of this contract has been reduced to not more than \$30,000.00, at which time Seller agrees to transfer the certificate of title to said mobile home to Purchaser, and Purchaser shall thereafter be privileged to remove or otherwise dispose of said mobile home as he may choose. Upon the final payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed conveying the title to the real property as hereinabove described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract. Seller will furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

6. 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 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.

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IN WITNESS WHEREOF, the parties have executed this instrument this 31st day of May, 1984.

Gerald O. Erickson

Gerald O. Erickson

Louise C. Erickson

Louise C. Erickson

SELLER

Ronald A. Shoemaker

Ronald A. Shoemaker

PURCHASER

STATE OF WASHINGTON)

County of Clark)

ss.

On this day personally appeared before me GERALD O. ERICKSON, LOUISE C. ERICKSON, and RONALD A. SHOEMAKER, 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.

GIVEN under my hand and official seal this 31st day of May, 1984.

Robert P. Preece
Notary Public in and for the State
of Washington, residing at Camas.

STATE OF WASHINGTON)

COUNTY OF SPOKANE)

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT WAS

Shaw Co. Title Co.
of Astoria, Ore.

AT 1:33 P.M. 6-1-84

Deed 83
489

Barry M. Olson COUNTY CLERK
E. McFarland DEPUTY

MILLER & LAHMANN
ATTORNEYS AT LAW
335 N.E. 5TH AVE.

CAMAS, WASHINGTON 99607

AREA CODE 206 - TELEPHONE 634-3502

No. 9827 & 9828

TRANSACTION EXCISE TAX

Amount Paid 428.00

Snohomish County Treasurer

By Barry M. Olson