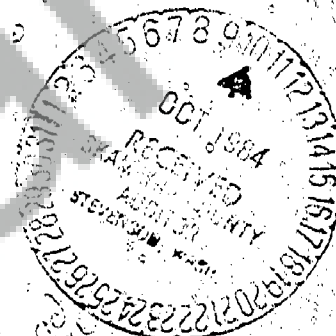


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BOOK 13 PAGE 998

SK-13570
04-75-25-4-0-0400-00

REAL ESTATE CONTRACT

This contract, made and entered into this 1st day of September, 1984, between ACNES DELKER, a single woman, and HELEN B. GILSOUL, as her separate property, as Tenants In Common, hereinafter called Sellers; and KENNETH FARLEY, a single man, hereinafter called Purchaser.

The Sellers agree to sell to the Purchaser, and the Purchaser agrees to purchase from the Sellers, the following-described real estate, with any appurtenances thereon, in Skamania County, State of Washington:

Beginning at a point 990 feet East of the Southwest corner of the Southeast quarter of Section 25, Township 4 North, Range 7 E.W.M.; thence North 1320 feet; thence East 165 feet; thence South 1320 feet; thence West to the point of beginning.

ALSO right to use and benefit of a 20 foot road through said property as recorded in Book 'W' of deeds at page 362, records of Skamania County, Washington.

Subject TO DETERMINATION by SURVEY, NW-CR

The purchase price is THIRTY THOUSAND DOLLARS (\$30,000), of which no monies have been paid prior to the signing of this contract. Sellers agree to award a credit of \$1,105, representing costs of survey and perk test to be paid by Purchaser. Closing costs in the sum of \$590.19 shall be paid by Purchaser and applied as a credit against the purchase price. Purchaser shall pay Sellers the sum of \$10,000 on or before the 1st day of October, 1984, and the remaining balance, including the credits above-described, in the sum of \$18,304.81 shall be paid in monthly payments of \$300.00 each,

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1 or more at Purchaser's option, on or before the 15th day of each
 2 calendar month, the first payment being October 15, 1984, and a
 3 like sum each month thereafter, until the balance of said purchase
 4 price and interest thereon shall have been paid in full. Purchaser
 5 further agrees to pay interest on the diminishing balance of said
 6 purchase price at the rate of TWELVE PERCENT (12%) per annum from
 7 the 15th day of October, 1984, which interest shall
 8 be deducted from each installment payment and the balance applied in
 9 reduction of principal. The entire purchase price and interest
 10 thereon shall be due within eight (8) years of the signing of this
 11 contract. *That DATE is September 15, 1992.*

12 All payments to be made hereunder shall be made to the Seller
 13 as Tenants In Common through AGNES DELKER at her residence address
 14 or to such other address as the Sellers may so designate in writing.

15 The date of closing herein shall be October 1, 1984.

16 Sellers agree that Purchaser may cut the timber on the property
 17 in a modest amount so that Purchaser can clear for a homesite.

18 Purchaser shall be entitled to possession of the property on
 19 the 1st day of October, 1984.

20 Purchaser shall pay before delinquency all taxes, assessments,
 21 water rents or water assessments, utility charges, and operation or
 22 construction charges not now delinquent, and all levied or assessed
 23 against the property and hereafter falling due. In the event any
 24 taxes, assessments, rents or charges to be paid by Purchaser are
 25 paid by Seller, Purchaser shall promptly reimburse Seller. Upon
 26 failure of Purchaser to pay any taxes, assessments, rents or
 27 charges to be paid by Purchaser, Seller may, at option, declare a
 28 forfeiture of this contract or pay and discharge any such tax.

DELKER/GILSOUL-PARLEY
 Real Estate Contract
 Page 2.

1 assessment, rent or charge and any amount so paid shall be paid to
2 and be secured in the same manner as the unpaid purchase price, bear
3 interest at the rate of 12% per annum, and be due immediately.

4 The parties agree that Purchaser shall pay the initial costs
5 for title insurance, excise tax, and revenue stamps in the sum of
6 \$590.19, and additionally the costs of survey and perk tests in the
7 sum of \$1,105, and both amounts shall be applied as a credit against
8 the purchase price due to Seller. Purchaser shall assume and pay
9 the attorney's fee and costs of recording this contract herein.

10 All improvements now or hereafter made to or placed on the
11 property shall become a part thereof and shall not be removed.

12 Purchaser shall pay, before delinquency of any debts secured
13 thereby, all liens, charges or encumbrances hereafter lawfully
14 imposed on the property, assumed by Purchaser in this contract or
15 subject to which this purchase and sale is made; and shall not allow
16 any part of the property to become subject to liens, charges or
17 encumbrances having priority over the rights of Seller in the
18 property. Notwithstanding anything to the contrary provided herein,
19 Purchaser shall not be responsible for any liens or encumbrances
20 (or payment of the obligations secured thereby) imposed upon said
21 property subsequent to the date of this contract by or through
22 Seller unless such liens, encumbrances or obligations are expressly
23 assumed by Purchaser.

24 Purchaser shall not make or allow any unlawful use of the
25 property.

26 Purchaser shall insure with companies satisfactory to Seller
27 the buildings now or hereafter placed on the property, to be insured
28 against loss or damage by fire, windstorm, and all other casualties
DELKER/GILSOUL-FARLEY
Real Estate Contract
Page 3.

1 covered by "all risk" or extended coverage endorsements available in
2 the State of Washington equal to the full insurable value thereof,
3 on the initial and renewal policy dates, with loss thereunder payable
4 first to Seller and then to Purchaser. The policy shall provide that
5 it cannot be amended or cancelled without ten days written notice to
6 Seller.

7 In the event of destruction of or damage to any of said
8 buildings or personal property and the collection of insurance
9 during the life of this contract, the money received on said
10 insurance, may, at the option of the Purchaser, be used in the
11 restoration of said improvements; provided, that Purchaser is not
12 at the time in default under the provisions of this contract, and
13 subject to the terms of any mortgage on the property.

14 If Purchaser fails to procure insurance, Seller is
15 authorized to do so, and the cost may be added to the balance
16 due hereunder and shall bear interest at 12% per annum, and shall
17 become due immediately, or Seller may, at his option, forfeit
18 this contract for the failure of Purchaser to procure insurance.

19 If the property or any part shall be taken and condemned,
20 such taking shall not be a ground for rescission of this contract.
21 The award made for the taking shall be deemed to be the property
22 of Purchaser, but shall be paid to Seller to apply upon the
23 purchase price, not exceeding any amounts then unpaid hereunder.

24 The Purchaser shall not assign this contract, nor sell said
25 property, nor permit any other person to have possession thereof
26 without the written consent of the Seller. The Seller shall not
27 unreasonably withhold such consent; and, once given, such consent

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28 DELKER/GILSOUL-FARLEY
Real Estate Contract
Page 4.

1 shall not waive the requirements of this paragraph as to any
2 subsequent sale or change of possession of said property or,
3 assignment of this contract.

4 In the event of damage to or destruction of any buildings
5 or improvements upon the property, such damage as between the
6 parties shall be the loss of Purchaser and shall not be a ground
7 for rescission of this contract or abatement of purchase price.

8 When Purchaser has fully performed this contract, Seller
9 shall execute and deliver to Purchaser a statutory warranty deed
10 conveying the property free and clear of all encumbrances except
11 any encumbrances agreed to by the Purchaser. Warranties of Seller
12 are limited to the date of this contract except for affirmative acts
13 of Seller thereafter.

14 The parties shall obtain a standard purchaser's form policy
15 of title insurance showing insurable title in Seller as of the
16 date of this contract, excepting matters herein expressly agreed to
17 by Purchaser or herein expressly provided to be satisfied hereafter
18 by Seller, and insuring Purchaser for the amount of the purchase
19 price of the real property to be sold hereunder.

20 Time is of the essence of this contract, and in the event
21 that Purchaser fails to make any payment or perform any covenant or
22 condition under this contract, Seller shall have the right, at its
23 option to:

24 (a) Serve notice of forfeiture by delivering said notice
25 to Purchaser or by mailing it by certified or registered mail to
26 his last known address, to the address below given, or to the
27 address of said property. The notice shall specify the matters

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28 DELKER/GILSOUL-FARLEY
Real Estate Contract
Page 5.

1 wherein Purchaser is in default. In the further event Purchaser
2 shall fail to cure the default in performance or make payment of
3 any sums due or of Seller's attorney fee for services rendered
4 incident to any default and Sellers' expense of serving the same,
5 within 30 days from the delivery or mailing of the notice, then,
6 without further notice to Purchaser or declaration of forfeiture, the
7 notice shall become absolute and this contract shall become null
8 and void, and Purchaser shall immediately and peacefully surrender
9 possession of the property and all rights of Purchaser under this
10 contract and to the property shall immediately cease and title
11 to the property, together with all improvements (whether or not
12 made by Purchaser) and all growing crops shall be vested in
13 Seller without any right or Purchaser to reclamation or
14 compensation for money paid, improvements or growing crops; and
15 all money previously paid under this contract shall be forfeited
16 without process of law and shall be retained by and belong to
17 Seller as the reasonable rental for said property from this date
18 to the date of forfeiture and as liquidated damages; or

19 (b) Declare all amounts unpaid under this contract due and
20 institute suit to collect such amounts together with reasonable
21 attorney fees; provided that if within 30 days after the commence-
22 ment of the action Purchaser performs all alleged breaches of
23 covenant or conditions of this contract and has performed all
24 covenants subsequent to the commencement of the action together with
25 payment to Seller of Sellers' actual attorney fees and taxable
26 costs, this contract shall be reinstated.

27 In the event Purchaser abandons the property while in

28 DELKER/GILSOUL-FARLEY
Real Estate Contract
Page 6.

1 default, Seller may take immediate possession of the property for
2 the purpose of protecting and preserving the property and may
3 mitigate damages by renting or operating this property during the
4 period of enforcement of Sellers' rights under this contract,
5 without prejudicing Sellers' remedies hereunder.

6 Any extension of time in payments or acceptance of part
7 thereof, or failure of Seller to enforce promptly any other
8 breach of this contract by Purchaser shall not be construed as a
9 waiver on the part of Seller of the strict performance of all of
10 the covenants and conditions herein, and shall not prejudice any
11 of Sellers' remedies.

12 Purchaser shall maintain the property and all improvements
13 now or later placed on the property in a good state of repair,
14 shall not commit, nor allow to be committed, any waste on the
15 property. Purchaser accepts the property in its present condition.

16 In the event of any lawsuit between the parties to this
17 contract to settle issues arising hereunder, the prevailing party
18 shall recover judgment against the other party for a reasonable
19 attorney's fee. The parties agree that venue shall lie in Skamania
20 County, Washington.

21 This agreement shall be binding upon and shall inure to the
22 benefit of the legal representatives and proper assigns and
23 successors of the parties.

24 Dated this ^{14th} 1st day of September, 1984.

25 *Agnes Deiker*
26 AGNES DEIKER, Seller

Kenneth Farley
KENNETH FARLEY, Purchaser

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27 *Helen B. Gilsoul*
28 HELEN B. GILSOUL, Seller
DEIKER/GILSOUL-FARLEY
Real Estate Contract
Page 7.

1 STATE OF OREGON)
 2 County of Multnomah) ss

3 On this day personally appeared before me AGNES DELKER, a single
 4 woman, to me known to be the individual described in and who executed
 5 the within and foregoing instrument, and acknowledged that she signed
 6 the same as her free and voluntary act and deed, for the uses and
 7 purposes therein mentioned.

8 Given under my hand and official seal this 19th day of September,
 9 1984.

10

11 Notary Public for State of Oregon
 12 residing at Oregon First Bank
 13 My commission expires: 7-5-88

14 STATE OF OREGON)
 15 County of Multnomah) ss

16 On this day personally appeared before me HELEN B. GILSOUL, a
 17 married woman, who was a single woman at the time of acquisition of
 18 the real property of this matter, to me known to be the individual
 19 described in and who executed the within and foregoing instrument,
 20 and acknowledged that she signed the same as her free and voluntary
 21 act and deed, for the uses and purposes therein mentioned.

22 Given under my hand and official seal this 19th day of
 23 September, 1984.

24

25 Notary Public for State of Oregon
 26 residing at Oregon First Bank
 27 My commission expires: 7-5-88

28 STATE OF WASHINGTON)
 29 County of Klickitat) ss

30 On this day personally appeared before me KENNETH FARLEY, a
 31 single man, to me known to be the individual described in and who
 32 executed the within and foregoing instrument, and acknowledged that
 33 he signed the same as his free and voluntary act and deed, for the
 34 uses and purposes therein mentioned.

35 Given under my hand and official seal this 3rd day of
 36 October, 1984.

37

38 Notary Public for Washington
 39 residing at White Salmon, therein.

TRANSACTION EXCISE TAX

OCT 10 1984

Amount Paid \$ 31.00

Shawna County Treasurer

By

ROBERT D.
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27 DELKER/GILSOUL-FARLEY
 28 Real Estate Contract
 29 Page 8