

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 31st day of OCTOBER, 1984, by and between Patricia A. Mcleod, a married woman, hereinafter called the "Seller", and Micheal R. Dudley, hereinafter called the "Purchaser".

WITNESSETH:

The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy of the Seller, the following described real estate with the appurtenances thereon, situated in Skamania County, Washington:

A tract of land in the MCLEOD SHORT PLAT in part NE1/4 Section 20, Twp. 3 North, Rge. 11 East, W.M., described as follows: LOT 3: Commencing at a point 332.43 feet N 0°35'27" E and 20 feet N 89°15'29" W of the southeast corner of the NE1/4 of Said Section 20, said point being on the west edge of Metzger Road; thence N 89°49'43" W 165.80 feet to the Point of Beginning; thence N 0°35'27" E 98.15 feet along a common line with Lot 2 of this short plat; thence S 87°46'50" W 165.00 feet; thence S 0°57'24"E 184.00 feet along a common line with Lot 4 of this short plat; thence S 87°26'12" E 147.10 feet along said Lot 4; thence N 0°35'27" E 98.15 feet along a common line with Lot 1 of this short plat to the Point of Beginning; TOGETHER WITH an easement for driveway and utility purposes of 30 feet in width across Lots 1 & 2 of this short plat.

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE:

The purchase price is NINE THOUSAND (9,000.00) DOLLARS of which One Thousand One Hundred Fifty Two Dollars and Thirty Eight Cents (\$1,523.88) has been paid, the receipt of which is hereby acknowledged, and the balance of Seven Thousand Eight Hundred Forty Seven Dollars and Sixty Two Cents (\$7,847.62) shall be paid as follows:

In monthly installments of One Hundred and Fifty (\$150.00) Dollars each, beginning with the 1st day of November, 1984, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at 12% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to purchaser to make larger payments at any time or to pay the contract in full, and interest shall immediately cease on all payments so made.

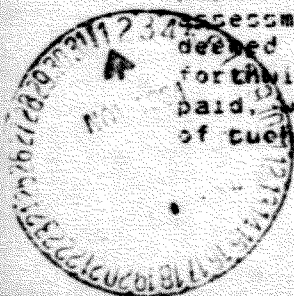
The purchaser agrees to pay before delinquency all taxes and assessments which may, as between Seller and Purchaser hereafter become a lien on the real estate.

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises or any part thereof for any illegal purpose.

In the event the purchaser shall fail to make any payment hereinbefore provided, the Seller may pay such taxes or assessments and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 12% per annum until paid, without prejudice to any other rights of Seller by reason of such failure.



Subject to the provisions of the County Subdivision Ordinance.



The purchaser may at his expense make such improvements and repairs to the demised premises as may be required for the purposes of his residence: provided, Purchaser may place improvements on said real property only if they comply fully with all applicable building, zoning and subdivision requirements of the State of Washington, Skamania County and any incorporated municipality which may have jurisdiction. All subdivision costs, all costs connected with building on said premises, and all utilities, heat, water and telephone charges are to be the sole responsibility of the purchaser. All such improvements constructed by Purchaser shall remain Purchasers property, and shall be removed without resulting damage to the demised premises by Purchaser, at his expense, in the event the Purchaser fails to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required. If said improvements are not removed by the Purchaser within 90 days of the determination of default they shall be forfeited to the Seller as liquidation damages, and the Seller shall have the right to re-enter and take possession of the property. 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: P.O. Box 3 Carson, WA 98610, or at such other address as the Purchaser shall indicate to the Seller in writing. If the Seller, within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchaser's rights under this contract, the Purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and reasonable attorney's fee.

The Purchaser may sub-let the premises or any part thereof or assign this contract only upon prior written consent of the Seller. The Seller hereby agrees not to withhold such consent without showing due and just cause.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

The payments called for herein are to be made at the Stevenson Branch of Riverview Savings Association for the Escrow account of the Seller.

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

NO. **10060**
TRANSACTION EXCISE TAX

NOV 1984
Amount Paid **16.00**
Skamania County Treasurer

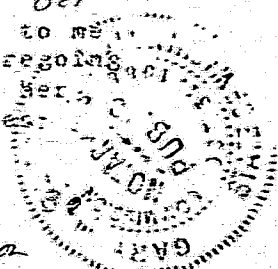
By **STATE OF WASHINGTON**
COUNTY OF SKAMANIA

Patricia A. McLeod
SELLER
Michael K. Bradley
PURCHASER

This is to certify that on this 31 day of Oct 1984, personally appeared before me Patricia A. McLeod, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this day of Oct, 1984.

Patricia A. McLeod



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98417

INSTALLMENT NOTE

BOOK 84 PAGE 59

OCT. 31, 1984

FOR VALUE RECEIVED, I promise to pay

to

PATRICIA A. McLEOD

the sum of \$9,000⁰⁰ NINE THOUSAND + 00/100 DOLLARS

with interest thereon at the rate of 12% per cent per annum from date hereof, payable as follows:

(\$1,152.³⁸ RECEIVED AND ONE HUNDRED AND FIFTY DOLLARS 150.⁰⁰) Dollars,

or more at Maker's option, on or before the 1st day of NOVEMBER, 1984,

and ONE HUNDRED AND FIFTY DOLLARS 150.⁰⁰ Dollars,

or more at Maker's option, on or before the same day of each then succeeding calendar month until said note is paid in full.

Maker further agrees to pay interest on the balance, and the diminishing amounts thereof, at the rate of 12% per annum from

NOVEMBER 1st 1984 which interest shall be deducted from each monthly installment and the balance applied in reduction of principal.

This note is secured by DEED OF TRUST of even date.

If any of said installments are not so paid, the whole sum of both principal and interest shall become due and payable at once without further notice, at the option of the holder hereof.

This note shall bear interest at the rate of twelve per cent per annum after maturity or after failure to pay any installment as above specified, and if this note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note I promise to pay a reasonable attorney's fee.

Each maker of this note executes the same as a principal and not as a surety.

Michael R. Dudley