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BOOK 84 PAGE 335

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 29 day of November, 1984, by and between EUSTON L. STROBE, as his separate property, hereinafter called "Seller", and MARY GEORGE, a single woman, hereinafter called "Purchaser".

## W I T N E S S E T H:

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 the County of Skamania, State of Washington, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

The terms and conditions of this contract are:

The purchase price is Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00), of which Three Thousand and 00/100 (\$3,000.00) has been paid, the receipt of which is hereby acknowledged and the balance of Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00) shall be paid as follows:

In monthly installments of Two Hundred and 00/100 Dollars (\$200.00), beginning with the 5th day of January, 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

BOOK 84 PAGE 336

of the purchase price shall at all times bear interest at the rate of Ten and one-half percent (10½%) per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is specially 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 is entitled to physical possession of the premises as of the date of closing.

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; and purchaser agrees to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to seller and for the benefit of the seller or purchaser as their interests may appear, and to pay all premiums therefor until the purchase price is fully paid, and to deliver to seller the insurance policies, renewal and premium receipts.

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 that the purchaser shall fail to make any payments hereinbefore provided, the seller may pay such taxes or assessments and effect such insurance, 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 Ten and one-half percent (10½) per annum until paid, without prejudice to any other rights of seller by reason of such failure.

The purchaser agrees that a full inspection of the premises has been made and that neither the seller nor 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.

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 seller.

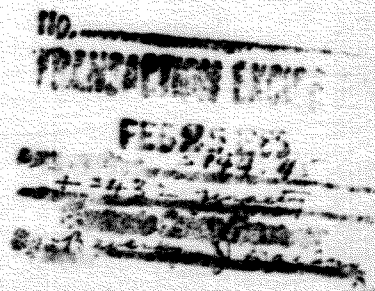
Time is of the essence of this agreement. If the purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated,

BOOK 84 PAGE 338

and upon him doing so all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated 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: 203. Kueflier Rd. St. Menie 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 right under the contract, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of the premises.

The payments called for herein are to be made at 14 Harbor Sunset Place, C-3, Gig Harbor, Washington 98335





## EXHIBIT "A"

A portion of Tract No. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at page 364 of Book J of "Miscellaneous Records under Auditor's File No. 75656, Records of Skamania County, Washington; said real property being a portion of the West Half of the Northwest Quarter (W 1/2 NW 1/4) of Section 23, Township 2 North, Range 6 E.W.T., and more particularly described as follows:

Beginning at the Northwest corner of the said Tract No. 10, said Northwest corner being North 00°36'00" East 1,505.43 feet and South 89°23'51" East 659.33 feet from the Southwest corner of said NW 1/4 of Section 23 as measured along the said West line of the NW 1/4 and at a right angle from said West line; thence South 89°54'00" East along the North line of said Tract No. 10, 300 feet to the True Point of Beginning; thence South 00°36'00" West 327.98 feet to the West line of said Tract No. 10; thence South 37°54'33" East 67.63 feet to a 50.37 foot radius curve to the right; thence along said 50.37 foot radius curve 21.94 feet; thence South 88°54'00" East 291 feet, more or less, to the East line of the said NW 1/4 of Section 23; thence North along said East line 400 feet, more or less, to a point on the North line of said Tract No. 10 which bears South 88°54'00" East of the True Point of Beginning; thence North 88°54'00" West 343 feet, more or less, to the True Point of Beginning.

SUBJECT TO an easement for ingress, egress and utilities over, under and across that certain existing access road situated in the Southwest corner of said property, which easement rights grantor hereby expressly reserves.

TOGETHER WITH such assignable water rights as have been or will be approved by the Department of Natural Resources or the Department of Ecology of the State of Washington and those rights include the right to use the existing and future improved water lines on the property for the purpose of furnishing domestic water to one family dwelling. These water rights are subject to the rights of the grantor and his grantor and the grantee acknowledges and accepts an easement for existing water lines and agrees that the rights of the grantor and his grantor include the rights to come upon the property for the purpose of expanding and increasing the storage and flowage capacities of the present system and to continue that system and operation for the purpose of the two adjacent property owners now being served by that system.