

REAL ESTATE CONTRACT AND SECURITY AGREEMENT

This REAL ESTATE CONTRACT AND SECURITY AGREEMENT executed this date between ROBERT D. FERGUSON and VIVE V. FERGUSON, husband and wife, hereinafter referred to as "Seller", and CINDY L. CUMMINS, an unmarried woman, 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 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.

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

A tract of land located in the Southeast quarter of the Northwest quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows: BEGINNING at the Northeast corner of the Southeast quarter of the Northwest quarter; thence West along the North line of Southeast quarter of the Northwest quarter, a distance of 330 feet; thence South parallel with the East line of said Northwest quarter a distance of 330 feet; thence East parallel with the North line of said Southeast quarter of the Northwest quarter, a distance of 330 feet; thence North a distance of 330 feet to the true point of beginning, the aforesaid parcel being Lot 2 of Robert Ferguson's Short Plat No. 1, recorded in Book 2 of Short Plats, page 13, records of said County.

EXCEPT portion within the County road, and subject to non-exclusive easement for ingress, egress and utilities along the South line of said tract.

TOGETHER WITH the small barn and the 14' x 70' 1978 model Governor mobile home, Serial No. 22254, now situated and installed upon 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, barn and mobile home is the total sum of THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$35,500.00), of which Purchaser has paid to Seller the sum of FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$550.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$34,950.00 shall be due and payable by Purchaser to Seller in monthly installments of FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$550.00), or more at Purchaser's option, commencing on the 15th day of July 1984, and continuing on the same day of each month thereafter until July 15, 1994, upon which date the entire balance of the purchase price and interest shall be paid in full. The declining principal balances of the purchase price shall bear interest from June 15, 1984, at the rate of FOURTEEN AND ONE-HALF PERCENT (14-1/2%) per annum, and the monthly installments shall be first applied to the interest accruing from month

MILLER & LAHMANN
ATTORNEYS AT LAW
335 N E 5TH AVE
CAMAS WASHINGTON 98607
AREA CODE 206 - TELEPHONE 034 3502



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to month and 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, any such additional payments will be applied to any future installments before Purchaser will be deemed in default herein.

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 her 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 calendar year 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 her sole expense, to keep said mobile home and 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 she 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 June 15, 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 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 agrees that said mobile home and 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. Purchaser covenants 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 that the Washington State certificate of title as to the mobile home will be registered in the name of Purchaser with Seller as the legal owner or lienholder thereon. Upon final payment and performance of this contract Seller covenants to execute and deliver to Purchaser a Warranty Deed conveying the legal title to the property as hereinabove described and otherwise free of liens or encumbrances as of the date of this contract, and at which time Seller will release his security interest in said certificate of title to the mobile home. Seller will not warrant against any liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract. At the request of Purchaser when the unpaid balance of this contract has been reduced to not more than \$32,000.00, Seller agrees to furnish to Purchaser a policy of title insurance insuring Purchaser's interest in the above described real estate 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.

7. DOMESTIC WATER: Purchaser is granted the right to purchase water for domestic purposes in connection with her occupancy of the mobile home and property not exceeding three (3) gallon per minute from Seller's well located nearby at the rate of TEN AND NO/100 DOLLARS (\$10.00) per month for a period of TEN (10) YEARS from July 15, 1984, said monthly water rent being subject to increase every three (3) years in proportion with the increase, if any, in the U.S. Department of Labor Wholesale Commodity Index. The aforesaid privilege to purchase water will terminate, in any event, if and when a public or municipal water supply becomes available to the premises.

Robert D. Ferguson

Cindy L. Cummins
Cindy L. Cummins

Vive V. Ferguson
Vive V. Ferguson

P U R C H A S E R

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me ROBERT D. FERGUSON, VIVE V. FERGUSON and CINDY L. CUMMINS, 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 28th day of June, 1984.

Jefferson T. Miller
Notary Public in and for the State
of Washington, residing at Camas



MILLER & LAHMANN
ATTORNEYS AT LAW
335 N E 5TH AVE
CAMAS, WASHINGTON 98607
AREA CODE 206 - TELEPHONE 834-3502

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No. 10382
 RECEIVED SECTION 1975-1976
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 Amount \$14.00 + \$1.40
 JAMES E. GARDNER
 SHERMAN, WYOMING