

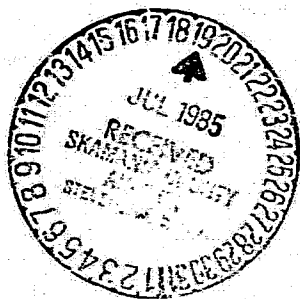
REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 19th day of July, 1985, by and between DON LEONARD and BERNADEAN F. LEONARD, husband and wife, hereinafter called the "Sellers", and GARY LEE LEONARD and DEBRA LEONARD, husband and wife, hereinafter called the "Purchasers", WITNESSETH:

That the Sellers agree to sell and the Purchasers agree to purchase the following described real estate, situated in the County of Skamania, State of Washington, with the appurtenances thereon, to-wit:

PARCEL 1 Commencing at a point 20 feet West and 168.5 feet South of the Northeast corner of the Northwest Quarter of Section 28, Township 3 North, Range 8 E.W.M.; thence West 629 feet; thence South 503.5 feet; thence East 629 feet; thence North 503.5 feet to the place of beginning, containing 7.20 acres, more or less; and

PARCEL 2 Tax Lot 4 of Section 28, Township 3 North, Range 8 E.W.M., more particularly described as follows: Commencing at a point 30 feet South and 20 feet West of the NE corner of the Northwest Quarter (NW4) of Section 28, Township 3 North, Range 8 E.W.M., running thence West 314.5 feet; thence South 138.5 feet; thence East 314.5 feet; thence North 138.5 feet to the place of beginning, containing one (1) acre, more or less.



10370

REAL ESTATE EXCISE TAX
JUL 22 1985

PAID 428.00

Barbara W. Wells, Deputy
SKAMANIA COUNTY TREASURER

on the following terms and conditions:

1. Purchase Price: The total purchase price is FORTY THOUSAND and no/100 DOLLARS (\$40,000.00), of which the sum of FIVE THOUSAND and no/100 DOLLARS (\$5,000.00) has been paid by Purchasers, the receipt for which is hereby acknowledged by Sellers, and the balance of THIRTY-FIVE THOUSAND and no/100 DOLLARS (\$35,000.00) shall be paid in the following manner:

In monthly installments of \$375.00 each, beginning with the 5th day of Sept., 1985, 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 10% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Purchasers may make larger payments at any time, or pay the contract in full, and interest shall immediately cease on all payments so made.

All payments under this Contract shall be made to the Sellers at SELLERS RESIDENCE.

2. Possession: The Purchasers are entitled to physical possession of the premises on 7-19-85, 1985.

3. Taxes: The 1985 real estate taxes shall be prorated between Purchasers and Sellers as of July 1, 1985.

4. Purchasers Covenants: Purchasers covenant and agree to the following terms and conditions, to-wit: To make the payments above agreed upon promptly, in the manner and on the dates above set out; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Sellers, or their agents, to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances which may, as between Sellers and Purchasers, hereafter become a lien on the real estate. Purchasers further agree 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, for the benefit of the Sellers or Purchasers as their interests may appear.

5. Sellers' Covenants: Sellers agree that if the Purchasers desire to construct a home on a portion of the subject real estate, that Sellers will release to the Purchasers, up to one (1) acre of the land under this contract, as selected by the Purchasers, to enable the Purchasers to use said property as security for a construction loan, and Sellers shall make, execute

and deliver to the Purchasers, a Warranty Deed thereto; that at such time as Purchasers have paid the balance of the purchase price and all interest due, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract, the Sellers agree to make, execute and deliver to the Purchasers or assigns a good and sufficient Warranty Deed, conveying title to the balance of said premises, free and clear of all encumbrances, except those of record mentioned herein, and it is understood and agreed that the warranties of said deed shall, after the date of this Contract, apply only to the acts of the Sellers and shall not include any taxes or assessments which may have become a lien after the date of this Contract.

6. Assignment: It is agreed that no assignment of this Contract shall be valid unless the same shall be consented to by the Sellers, in writing, and any attempted assignment shall be void unless consented to as above provided and shall be a default under the terms and conditions hereof.

7. Forfeiture: TIME IS OF THE ESSENCE of this Contract, and if the Purchasers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Purchasers to be performed, then the Sellers shall have the right to declare this Contract null and void; and if the Purchasers shall fail to make good such default within thirty (30) days after the Sellers shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Purchasers or mailing same by certified mail to said Purchasers at their last known address or to the address given on this Contract, at the Sellers' option, then, and in that event, all of the rights under this Contract shall immediately and utterly cease and

determine and the property described herein shall revert to, and reinvest in, the Sellers without further action on the part of the Sellers and without any right of the Purchasers to reclamation or compensation for money paid, or for improvements made on said premises, and all money theretofore paid to the Sellers under this Contract shall thereupon be forfeited without process of law and shall be retained by, and belong to the Sellers in full satisfaction of all claims as accrued and reasonable rent of said premises from this date to the time of such forfeiture and as the liquidated damages to the Sellers for the Purchasers' failure to complete this Contract.

8. Other Remedies: As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions on any intermediate overdue installment, or on any payment or payments, made by the Sellers and repayable by the Purchasers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Purchasers, are independent of the covenant to make a deed.

Or, Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

It is agreed that any such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

9. Costs and Attorney's Fees:

(a) If this contract or any obligation contained in it is referred to an attorney for collection, forfeiture or

realization, Purchasers agree to pay to Sellers a reasonable attorney's fee (including fees incurred with or without legal suit), expenses of title search, and all other legal expenses.

(b) In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party a reasonable attorney's fee, together with all costs and expenses incurred in connection with such action, including the reasonable cost of searching the records to determine the condition of title at the time suit is commenced.

10. Representations: Purchasers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, including, but not limited to zoning classification or regulations, availability of water, or land meeting county requirements for septic system, shall be binding on the Sellers unless expressly contained herein.

11. Waiver: No assent, expressed or implied, by Sellers, to any breach of Purchasers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19 day of July, 1985.

SELLERS:

(Don Leonard)
(DON LEONARD)

(Bernadean Leonard)
(BERNADEAN LEONARD)

PURCHASERS:

(Gary Lee Leonard)
(GARY LEE LEONARD)

(Debra R. Leonard)
(DEBRA LEONARD)

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me DON LEONARD and BERNADEAN LEONARD, husband and wife, and GARY LEE

LEONARD and DEBRA LEONARD, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they each 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 19th day of July, 1985.



Rosalind M. Davis
Notary Public in and for the State of
Washington, residing at Stevenson

Unofficial Copy

STATE OF WASHINGTON
COUNTY OF SNOHOMISH
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY _____
DON LEONARD
PO BOX 334
OF CARSON, WA 98610
5:00 PM JULY 19, 1985
RECORDED IN BOOK 84
DEED 218
TO OF SNOHOMISH COUNTY WITH
J. M. Olson
COUNTY AUDITOR
A. Davis DEPUTY