

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 2nd day of August, 1985, between JAMES M. MARRIOTT and CAROL J. MARRIOTT, who acquired title as Carol J. Douglas, a single woman, husband and wife, hereinafter called the "seller", and JAMES KEITH SOLI and FAYETTE CARVALHO SOLI, husband and wife, hereinafter called the "purchaser",

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington and the following described personal property located on said premises:

The Southwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian.

Personal Property: Dometic AC-DC LP gas refrigerator, Magic Chef LP gas range, 12 DC storage battery bank, 500 watt AC-DC Honda Generator, 3/5 gal. propane bottles, woodstove in house, snowmobile, woodstove in shop, outdoor shower woodstove, greenhouse shade cloth, water rights as evidenced by certificate No. S2-25745C

The terms and conditions of this contract are as follows:

Price and Payment Terms

1. The purchase price is THIRTY NINE THOUSAND, (\$39,000.00) of which FOUR THOUSAND DOLLARS has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

(a) FIVE HUNDRED SEVENTY FIVE & 87/100 (\$575.87) or more at purchaser's option, on or before September 15, 1985, and FOUR HUNDRED THIRTY EIGHT & 75/100 DOLLARS (\$438.75) or more at purchaser's option, on or before the 15th day of each succeeding calendar month thereafter until the balance of said purchase price shall have been fully paid. Seller hereby grants to purchaser a 10-day grace period in which to deliver said monthly payments to seller. Purchaser agrees that if any of said monthly payments become more than 10 days overdue, purchaser will pay to seller a late charge of \$15.00 which charge shall not affect or diminish any of seller's rights or remedies provided by this agreement.

(b) The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of ELEVEN per cent (11%) per annum from the 2nd day of August, 1985, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

(c) Purchaser agrees that the entire purchase price, together with interest as specified herein, shall be paid in full by August 15, 1997, and that the amount of the final payment shall be the total of the principal and interest remaining unpaid.

2. All payments to be made hereunder shall be made at 20433 N.E. Risto Road, Battleground, Washington 98604, or at such other place as the seller may direct in writing.

10407

Registered S
 Indexed S
 Abstracted S
 Filed S
 Mailed S

REAL ESTATE EXCISE TAX

AUG 2 1985

* 417.30

PAID

Beverly J. Dally
 SKAMANIA COUNTY TREASURER



3. As referred to in this contract, "date of closing" shall be August 2, 1985.

4. Purchaser may at his option pay the entire principal balance of the purchase price remaining due, or any part of such balance, at any time before maturity, without notice to seller and without penalty.

5. The purchaser assumes and agrees to pay before delinquency all taxes and assessments, including but not limited to any governmental improvement assessments or charges that may as between grantor and grantee hereafter become a lien on said real estate. Upon request by seller, purchaser will show proof of said payments.

Inspection

6. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

7. Purchaser is acquiring the property "as is" and seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, purchaser acknowledges that he has made his own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant he may retain. Purchaser may not rely upon any representation of any party whether or not such party purports to act on behalf of seller, unless the representation is expressly set forth herein or in a subsequent document executed by seller. All representations, warranties, understandings, and agreements between purchaser and seller are merged herein.

Taking

8. The purchaser assumes all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use; and agrees that any such taking shall not constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller agree in writing to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

Timber

9. Purchaser shall not be entitled to cut or remove any timber from the property other than for firewood for purchaser's own personal use unless the following conditions are first satisfied:

a. Purchaser shall give not less than fifteen (15) days prior written notice to seller that cutting is contemplated, which notice shall include an accurate legal description of the area which is to be cut, the amount of board feet, and market value of the timber proposed to be cut or removed;

b. Purchaser shall not be entitled to cut any timber, if, in seller's sole opinion, such cutting would unreasonably diminish seller's security under this contract; and

c. Purchaser shall not be entitled to cut any timber without the written consent of seller. Any denial by seller to cut timber shall also be in writing and state specifically the reasons therefore.

d. If any timber is cut or removed, all proceeds of sale shall be paid directly to seller and applied towards the purchase price hereunder. The application of such proceeds shall not, however, excuse purchaser from the payment of any installments or other payments required hereunder.

Insurance

10. The purchaser agrees to keep any improvements or future improvements located on the property and the contents thereof insured against loss or damage by fire, windstorm, vandalism and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the seller and with loss payable to purchaser and seller as their interest may appear as follows:

a. disbursement of said insurance benefits to seller and purchaser for reconstruction of the lost or damaged improvements located on the property upon written consent of both seller and purchaser, which consent shall not be unreasonably withheld, or

b. in the absence of such consent within 180 days, disbursement to seller of an amount equal to seller's remaining interest under this contract and disbursement to the purchaser of the balance, if any.

Purchaser agrees to pay all premiums for such insurance and deliver all policies and renewals thereof to the seller. All such policies shall provide that they cannot be amended or cancelled without ten (10) days written notice to seller.

Title Insurance

11. The seller has delivered, or agrees to deliver within fifteen (15) days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Safeco Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Easements of record.

Deed

12. The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to

execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the standard policy exceptions.

Possession

13. Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep any improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser are entitled to possession.

Assignment

14. The rights hereby granted are personal to the purchaser's and seller's reliance upon purchaser's ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by purchaser, nor shall purchaser make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of seller.

15. Time and the covenants of purchaser are of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may at their option exercise any of the following alternative remedies upon giving purchaser thirty (30) days' written notice specifying the default and the remedy to be exercised should purchaser fail to secure all defaults at the expiration of the 30-day period:

a. Suit for delinquencies. Seller may institute suit for any instalments or other sums then due and payable under this agreement together with any sums advanced by seller for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.

b. Acceleration. Seller may declare the entire unpaid balance of the purchase price to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the seller for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments on underlying obligations, lienable items and other expenses incurred to protect sellers' interest in the property, together with interest thereon at the rate of 12% per annum from the date of each such advance. Payment by purchaser of any judgment obtained by seller pursuant to this paragraph shall be a condition precedent to the delivery of a deed to said property by seller or by the escrow agent, if any.

c. Forfeiture. Seller may elect to declare a forfeiture of and cancellation of this contract, and upon such election being made all rights of purchaser hereunder shall cease and terminate, and seller shall be entitled to take possession of the property, and all payments made by purchaser hereunder shall be retained by seller in liquidation of all damages sustained by said default. In addition, should seller commence a quiet title action in connection with such forfeiture or defend any claim in opposition to such forfeiture, seller shall be entitled to recover from purchaser all further costs and attorneys' fees incurred therein and in any appeal. If a forfeiture is declared, all payments which, but for the forfeiture, would have become due during the specified 30-day period and all costs and expenses including but not limited to costs of title search and a reasonable attorney's fee, incurred by seller in connection with the default, must be paid in addition to the sums set forth in the notice of forfeiture as a condition to reinstatement of the contract. Should purchaser pay seller an amount less than all sums required to reinstate the contract, seller's acceptance of such sums shall not be deemed a waiver of any defaults or a reinstatement of the contract, and any such sums shall be retained by seller as liquidated damages should purchaser remain in default in any respect on the expiration of the 30-day period.

d. Specific Performance. Seller may institute suit to specifically enforce any of the purchaser's covenants hereunder.

16. The waiver of seller to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of seller to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the seller to utilize any particular remedy to enforce a breach of this contract shall not preclude seller from electing to use an alternate remedy to enforce a subsequent breach. Any delay or failure of seller to take action upon default shall not be construed as a waiver of said default. If seller is required to institute legal action to enforce any of the remedies indicated, purchaser agree to pay seller's costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

Notice

17. Any notice, declaration, demand, consent or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To Purchaser:

3241 S.W. Battaglia Place
Gresham, OR 97030

To Seller:

20433 N.E. Risto Road
Battleground, WA 98504

Either party may change its address by giving written notice to the other party in the manner provided above, provided that in no

event shall seller be required to send any notice to more than two (2) addressees. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Sellers:

James M. Marriott
JAMES M. MARRIOTT
Carol J. Marriott
CAROL J. MARRIOTT

Purchasers:

James Keith Soli
JAMES KEITH SOLI
Fayette Carvalho Soli
FAYETTE CARVALHO SOLI

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.
JAN C. KIERPINSKI)

On this day personally appeared before me James M. Marriott and Carol J. Marriott 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 2nd day of August, 1985.

Jan C. Kierpinski
Notary Public in and for the
State of Washington, residing
at Stevenson.

STATE OF WASHINGTON) ss.
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

JAN C. KIERPINSKI

OF STEVENSON, WA

AT 1:00 P.M. AUG. 2, 1985

WAS RECORDED IN BOOK 84

DEED AT 884

RECORDED OF SKAMANIA COUNTY WITH

JM Olson

CLERK COUNTY AUDITOR

DM DEPUTY



ADDENDUM TO REAL ESTATE CONTRACT

1. Purchaser is granted permission by Seller to remove the hen-house, A-frame and turbine/outdoor shower building.

2. Purchaser agrees there will be no alteration to the described real estate or appurtenances thereon without the prior written consent of the Seller.

3. Purchaser is granted permission by Seller to remove the shop located on the premises described herein upon payment by Purchaser to Seller of the sum of \$2,000.00 toward the principal balance remaining on the real estate contract in addition to the monthly payments specified herein.

4. Purchaser is granted permission by Seller to remove the barn located on the premises described herein upon payment by Purchaser to Seller of the sum of \$1,500.00 toward the principal balance remaining on real estate contract in addition to the monthly payments specified herein.

Dated this 2nd day of August, 1985.

James M. Marriott
JAMES M. MARRIOTT

James Keith Soli
JAMES KEITH SOLI

Carol J. Marriott
CAROL J. MARRIOTT

Fayette Carvalho Soli
FAYETTE CARVALHO SOLI

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me JAMES M. MARRIOTT and CAROL J. MARRIOTT, 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 purposes and uses therein mentioned.

GIVEN under my hand and official seal this 2nd day of August,

1985.

James C. Kieffer
Notary Public in and for the
State of Washington, residing
at Stevenson.