

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 6th day of September, 1985, by and between KEITH K. WINDHAM and IRMA P. WINDHAM, husband and wife, hereinafter called "Seller" and JOYCE A. WILKINSON, as her sole and separate property, hereinafter called "Purchaser".

The sellers agree to sell to the purchaser, and the purchaser agrees to buy from the sellers, the following described real estate, with the appurtenances thereon, situated in Skamania County, Washington:

Block 9, Lot 18, Plat of Relocated Town of North Bonneville, as recorded in the office of the County Auditor, Records of Skamania County.

The terms and conditions of this contract are as follows: The purchase price is Seventy Nine Thousand and No/100 Dollars (\$79,000.00), of which One Thousand and No/100 Dollars (\$1,000.00) has been paid, the receipt whereof is hereby acknowledged; and the balance of said purchase price shall be paid as follows: Six Thousand and No/100 Dollars (\$6,000.00) on or before the 6th day of September, 1985, and Seventy Two Thousand and No/100 Dollars (\$72,000.00) on or before the 6th day of March, 1986.

In addition to the above, Purchaser shall pay the sum of Five Hundred and No/100 Dollars (\$500.00) per month beginning with October 1, 1985, and monthly thereafter until the contract is paid in full. This sum is being paid in lieu of interest.

Taxes shall be prorated as of the date of closing. As referred to in this contract, "date of closing" shall be the 6th day of September, 1985.

1. 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 a like amount, in some company acceptable to seller and for the benefit of the seller or purchaser as their interest 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.

2. 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

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Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By: *[Signature]*



Registered *G*
Index *S*
Indirect *S*
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or any part thereof for any illegal purpose. 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 hereon unless the seller elects 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.

3. 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.

4. In the event that the purchaser shall fail to make any payment hereinbefore provided, the sellers may pay such taxes or assessments and effect such insurance, and any amount so paid by the sellers shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 10% per annum until paid, without prejudice to any other rights of sellers by reason of such failure.

5. Upon payment of the contract balance in full, sellers agree to deliver a purchaser's policy of title insurance in standard form, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in sellers' title to said real estate herein described or by reason of prior liens not assumed by the purchaser in this contract.

6. The sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty 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 sellers, subject however to easements and restrictions of record as noted in the title policy referred to above.

7. 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 sellers may elect to declare all of the purchaser's rights hereunder terminated, and upon their doing so all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages, and the sellers 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: 918 Sun Tillikum, North Bonneville, WA 98639.

8. Upon sellers' election to bring suit to enforce any covenant of this contract, including suit to collect any payment

required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

9. If the sellers shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

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

Keith K. Windham
KEITH K. WINDHAM

Irma P. Windham
IRMA P. WINDHAM

Joyce A. Wilkinson
JOYCE A. WILKINSON

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me KEITH K. WINDHAM and IRMA P. WINDHAM, husband and wife, 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 6th day of September, 1985.

John Thomas Day
Notary Public for Washington
Residing at Stevenson

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me JOYCE A. WILKINSON to me known to be the individual described in and who executed the within and 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 6th day of September, 1985.

John Thomas Day
Notary Public for Washington
Residing at Stevenson

10451

REAL ESTATE EXCISE TAX
SEP 9 1985

PAID 845.30

John R. Wynne, Deputy
SKAMANIA COUNTY TREASURER