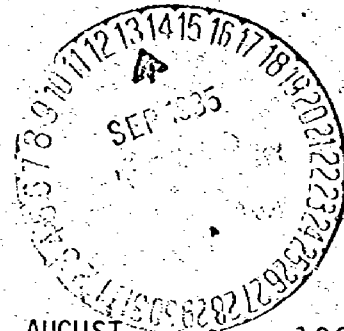


CCT 8008SK 99940

BOOK 85 PAGE 36



REAL ESTATE CONTRACT



THIS AGREEMENT, made this 19th day of AUGUST, 1985, between IVAN C. LARSEN and LEAH S. LARSEN, husband and wife, hereinafter called the "SELLER" and EDITH F. BRAND, a single person, hereinafter called "BUYER".

WITNESSETH:

1. PROPERTY SOLD: That in consideration of the mutual covenants contained herein, and the promises to be performed as set out herein-after, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the following described real estate situate in Skamania County, State of Washington, to-wit:



The South Half of the Northwest Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian. EXCEPT that portion thereof lying Southeasterly of the county road known and designated as the Cooks Underwood Highway.

That portion of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington lying Northwesterly of the county road known and designated as the Cooks Underwood Highway. EXCEPT that portion conveyed to Skamania County under File Nos., Book 57, Page 263; Book 48, page 322 and Book 66, page 398. SUBJECT TO an easement as recorded on May 5, 1910, Recording No. M 268.

2. PURCHASE PRICE: The purchase price for said real estate is the sum of Sixty Five Thousand and no/100 (\$65,000.00) Dollars of which Twenty Thousand and no/100 (\$20,000.00) Dollars has been paid, the receipt of which is hereby acknowledged by Seller. The balance of said purchase price shall be paid as follows: Four Hundred Twenty Eight and 65/100 (\$428.65) Dollars per month on or before the 30th day of SEPTEMBER, 1985 and Four Hundred Twenty Eight and 65/100s (\$428.5) Dollars on or before the 30th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The monthly payments shall be applied first to interest and then to principal. Interest shall accrue from the 31st day of AUGUST, 1985. Interest on the unpaid balance shall accrue at the rate of Eleven (11%) percent per annum. The contract balance notwithstanding any other provisions herein both principal and interest shall be paid in full Five years from the

REAL ESTATE CONTRACT - 1

REAL ESTATE EXCISE TAX

SEP 13 1985

PAID \$695.50  
Kerney S. Wallgren, Deputy  
SKAMANIA COUNTY TREASURER

effective date of this contract. Provided further, that in the event Buyer pays off the balance of this contract before five years from the effective date of this contract, the Buyer shall pay as a prepayment penalty a sum equaling five years interest calculated from the day of the early payoff to the required payoff date stated above. The Buyer does not have the option to make greater payments than the \$428.65.

3. PAYMENTS: The contract payments shall be made to the Vancouver Branch of Seattle First National Bank or such other location which Seller may elect by notifying Buyer in writing.

4. POSSESSION: Possession of said premises shall be delivered to the Buyer on the --- day of recording of, 1985. this contract.

5. FUTURE TAXES: The Buyer agrees to pay before delinquency all taxes and assessments which may as between Seller and Buyer hereafter become a lien on the real estate. Taxes to be pro-rated at the date of closing.

6. FIRE INSURANCE: The Buyer agrees to keep the buildings now on 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 the Seller and to the benefit of the Seller and Buyer as their interest may appear and to pay all premiums therefore until the purchase price has been fully paid and to deliver to Seller the insurance policies, renewal notices and premium receipts. In the event of loss by fire the Buyer shall have the option of either rebuilding or paying the Seller the balance of the contract from the insurance proceeds.

7. COLUMBIA GORGE LEGISLATION: The Seller makes no warranties pertaining to legislation either from the state of Washington or Oregon or any federal legislation pertaining to the Columbia Gorge which may affect this property.

8. REMOVAL OF TIMBER: No timber including firewood will be marketed on the real property until this contract is paid in full.

9. ASSIGNMENT: Buyer shall not sell the foregoing real property by contract of sale, nor assign this document, nor sell or transfer all or any portion of the described premises without first obtaining the written consent of the Seller. The Seller then, may elect to increase the interest rate on this contract two percentage points above the 11% rate. Seller agrees not to unreasonably withhold their consent for consignment.

10. CONDEMNATION: In the event of the taking of any part of the property for public use, all of the monies received 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.

11. DEFAULT PROVISIONS:

(a) Right to Collect Payments. Seller may elect to bring an action on any overdue installment or on any payment or payments.



made by Seller and repayable by Buyer. The promise to pay intermediate installments is independent of the promise to make a deed.

(b) Forfeiture Provisions. Time is of the essence of this contract. No waiver by the Seller of any default on the part of the Buyer shall be construed as a waiver of any subsequent default. In the event Buyer shall fail to comply with any condition hereof or to make any payment required, the Seller may elect to declare all of the Buyer's rights hereunder terminated. Upon their doing so, all payments made by Buyer and all improvements placed upon the real estate 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. A thirty (30) day notice of intent to declare a forfeiture shall be made by Seller in writing. Within the thirty (30) day period, the Buyer shall have the right to remove the grounds for forfeiture specified in the notice. Buyer shall not be reinstated, however, until the Buyer has paid to the Seller all reasonable and necessary expenses that the Seller has incurred in the declaration and service of such notice, including a reasonable attorney's fee.

Buyer shall have a ninety (90) day grace period before forfeiture proceedings can be instituted, provided, however, that in the event any payments are delinquent, the interest accrued shall be added onto the balance of the Real Estate Contract.

(c) Notice Provisions. Service of all demands or notices pursuant to this contract may be made by certified mail, postage prepaid, return receipt requested, directed to the Buyer or Seller at their last known address. The time specified in any notice shall commence to run from the date of the postmark.

(d) Attorney's Fees.

1. If this contract or any obligation contained in it is referred to an attorney for collection or realization Buyer agrees to pay a reasonable attorney's fee (including fees incurred with or without legal suit), expenses of title search and all other legal expenses.
2. 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 of searching records to determine the condition of title at the time suit is commenced.

12. WASTE: The Buyer will not commit waste, create a nuisance or do anything in violation of Washington Criminal Law on the premises.

13. TITLE INSURANCE: The Seller agrees to procure, within fifteen (15) days of closing, a Purchaser's Policy of Title Insurance from Clark County Title Company, insuring the Buyer to the full extent of the purchase price against loss or damage by reason of defect in the title of the Seller to the real estate herein described or by reason of prior liens not assumed by the Buyer in this contract.

14. FULFILLMENT DEED: On full payment of the purchase price the Sellers shall deliver to Buyers a Warranty Deed to the property, free and clear of any encumbrances, except as herein mentioned, and any that may accrue hereafter due to the acts or omissions of any person other than the Seller.

15. REPRESENTATIONS: Buyer has inspected the property sold and has found the same to their satisfaction and they agree that no premises, representations, statements or warranties, expressed or implied, shall be binding on the Sellers unless expressly contained herein. The Buyer expressly states that they have placed no reliance whatsoever on any statements or representations not contained herein.

16. SUBDIVISION: It is understood and agreed, that the real property described herein, shall not be subdivided in way, until such contract is paid in full.

IN WITNESS WHEREOF, the parties have caused this Real Estate Contract to be executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

SELLER:

BUYER:

Ivan C. Larsen  
IVAN C. LARSEN

Edith F. Brand  
EDITH F. BRAND

Leah S. Larsen  
LEAH S. LARSEN

STATE OF WASHINGTON)

County of Clark ) :SS

On this day personally appeared before me IVAN C. LARSEN and LEAH S. LARSEN, 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 11<sup>th</sup> day of September, 1985.

Jack Southard  
NOTARY PUBLIC in and for the State of Washington, residing at

STATE OF WASHINGTON)

County of \_\_\_\_\_ ) :SS

On this day personally appeared before me EDITH F. BRAND, a single women, 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 mention.

GIVEN under my hand and official seal this 30<sup>th</sup> day of August, 1985.

Mary Jean Smith  
NOTARY PUBLIC in and for the State of Washington, residing at Alaska