

REAL ESTATE SALES AGREEMENT

This Real Estate Sales Agreement made and executed this date between Gerald L. and Lola M. Maddux, hereinafter referred to as "SELLER" and Joseph M. and Patti L. Ogle, hereinafter referred to as "PURCHASER".

IT IS NOW AGREED AS FOLLOWS:

1. IDENTIFICATION OF PROPERTY: The sale includes the following described property;

A tract of land located in Section 26, Township 3 North, Range 8 East, W.M., more particularly described as follows:

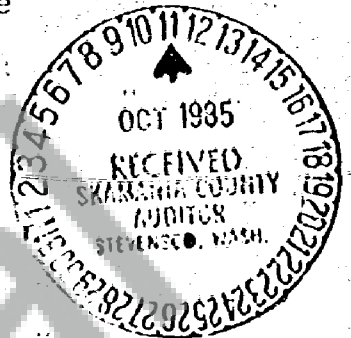
Said tract of land being Lot 1 of Gerald Maddux Short Plat Number 2 as recorded Book 2, Page 181, of the Short Plat Records of the Office of the County Auditor for Skamania County, Stevenson, Washington. Said parcel containing 1.10 acres, more or less.

2. PRICE AND TERMS OF PAYMENT: The total purchase price for the sale of the above described real property shall be the sum of \$11,500.00 of which \$1,000.00 is to be paid as \$500.00 earnest money and \$500.00 at the signing of this contract. The balance of \$10,500.00 shall be paid as follows:

A. \$10,500.00 shall bear interest at the rate of 9% per annum and shall be paid in monthly installments of \$133.02 (including interest) commencing November 5, 1985 and every calendar month continuing for a period of ten (10) years.

B. PURCHASER reserves the right to pay the balance off at any time without penalty.

C. Payments shall first be applied toward interest and the balance applied on principal.



Transaction in compliance with County subdivision ordinances.
Skamania County Assessor: By: [Signature] 10-26-90

Registered 5
Indexed 11
Indexed 5
Filed
Mailed

10511
REAL ESTATE EXCISE TAX

OCT 11 1985

PAID 4123.05

William S. Cornwell
SKAMANIA COUNTY TREASURER

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3. INSURANCE:

A. PURCHASER will provide proof of full insurance coverage on existing improvements including personal property located on the above described real property to the SELLER on the date of closing, with the "Sellers Interest" named as the SELLER and shall pay all premiums for such coverage, and to provide copies of such insurance policy to the SELLER.

B. In the event of destruction of any buildings or personal property that the SELLER has interest in which is located therein and the collection of insurance during the life of this contract, it is agreed that the PURCHASER shall have the right and option to apply such proceeds in the following manner so long as PURCHASER is not in default under the terms of this contract:

(a) The application of the insurance proceeds to restoration of the building(s) and contents; or

(b) The application of the insurance proceeds to the balance then remaining on the contract as an advance payment.

In either event, the PURCHASER shall not be released from the obligation of making the minimum periodic installment payments or any other payments required hereby until the contract is paid in full.

C. PURCHASER agrees to protect and hold SELLER harmless from any claims for injuries to property or persons resulting from any act, error, omission or accident or other happening on the premises.

4. CLOSING AND POSSESSION: The date of closing shall be October 5, 1985, and PURCHASER shall be entitled to possession on October 5, 1985.

5. SELLER'S DUTIES UPON CLOSING: Upon closing, SELLER shall surrender possession of the premises at the above described property to PURCHASER and SELLER shall remove all personal possessions. SELLER shall pay all property taxes, charges and assessments as may accrue up to date of closing. SELLER shall

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further arrange for a closing bill and pay for any utilities incurred up to date of closing.

6. PURCHASER'S DUTIES UPON CLOSING: PURCHASER shall arrange with any and all utility companies for the supply of utility services to the premises effective as of the date of closing and promptly pay for any such service provided to PURCHASER subsequent to closing. PURCHASER shall further pay any other taxes and charges customarily assessed to PURCHASER and shall maintain current all taxes and assessments as they may become due prospectively.

7. PRORATION: The parties agree that for purpose of prorating any taxes, assessments, charges, levies or other claims which should be subject of proration between PURCHASER and SELLER that the parties will use the date of closing; except for property taxes - PURCHASER will pay the last half of the property taxes, in the amount of \$41.61.

8. SELLER'S WARRANTIES: SELLER shall upon closing purchase Title Insurance on the property described above. Furthermore, SELLER warrants that it is the owner of all real property described above.

9. PURCHASER'S COVENANTS:

A. To maintain property in as good a condition as when received, including reasonable repairs, less reasonable use and wear.

B. That no assignment of the contract of sale nor subletting of premises shall be made by PURCHASER without prior written consent of SELLER, provided that such consent shall not unreasonably be withheld.

10. PURCHASER'S DEFAULT IN PAYMENTS: In the event the PURCHASER fails to make any payment herein provided, or to maintain insurance, as herein required, or to pay any tax, assessment, lien or other charge, the SELLER may pay such obligation directly, and any amount so paid by SELLER, together

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with interest thereon at a rate of twelve (12%) per cent per annum, or any higher rate permitted by law, from the date of the payment until repaid, shall be repayable by PURCHASER on SELLER'S demand, all without prejudice to any other right the SELLER may have by reason of such default.

11. DEFAULT AND REMEDIES:— Time is of the essence of the contract and it is agreed that in the event the PURCHASER shall fail to comply with or perform any term or condition of this agreement or to make any payment required hereunder promptly at the time and in the manner herein required, SELLER may elect to declare all of the PURCHASER'S rights hereunder terminated and upon so doing, all payments made by PURCHASER hereunder and all improvements placed upon the property shall be forfeited to SELLER as liquidated damages, and SELLER shall have the right to re-enter and take possession of the property; and the waiver by the SELLER of any default on the part of the PURCHASER shall be construed as a waiver of any subsequent default.

In the event that any of the property which is the subject of this agreement should be seized or levied upon by any legal process in connection with any proceeding brought against the PURCHASER, SELLER shall have all rights as hereinabove provided. In the event SELLER shall exercise in the event of default, its right of re-entry, SELLER is accorded the full authority to enter upon the premises and take full possession of all of the property. Remedies under these paragraphs are subject to thirty (30) days written notice of default to PURCHASER.

As an alternative to SELLER'S remedies in the event PURCHASER is in default, SELLER may elect to declare the entire balance of the purchase price immediately due and payable and commence action to recover the same. As a further alternative SELLER may elect to institute suit for any installment and/or other sums then due to SELLER under this agreement. SELLER need not elect between the various remedies at the time of giving the notice to PURCHASER of

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any default, or at the time of instituting any suit or action on the account of such default, or at the time of obtaining a judgment in such action, or at any other time prior to the satisfaction of such judgement.

12. NOTICES OF SERVICES: Service upon PURCHASER and SELLER of all demands, notices or other papers with respect to their respective rights of the parties hereunder, including the forfeiture and termination of PURCHASER'S rights hereunder, may be made by U.S. Mail, postage prepaid, return receipt requested, directed to the parties at their addresses noted below:

SELLER'S ADDRESS:

Gerald L. & Lola M. Maddux
MP .75L Wind Mountain Road
Stevenson, WA 98648

PURCHASER'S ADDRESS:

Joseph M. & Patti L. Ogle
P.O. Box 191
Stevenson, WA 98648

Service of such notice shall be deemed effective upon the date of placing such notice in the U.S. Mail or upon actual service upon the respective parties, whichever shall occur first.

13. ATTORNEY'S FEES AND COSTS: In the event of any default of any terms of this agreement, and in the event of bringing any action or suit with respect to any default, or to enforce any of the terms hereof, the prevailing, non-breaching party shall be entitled to recover, in addition to statutory costs, all reasonable costs and attorney's fees incurred in connection with such suit or action. PURCHASER further agrees to pay all reasonable costs, including attorney's fees, incurred by the SELLER, or SELLER'S assigns, for the preparing and serving of any notices associated with PURCHASER'S default.

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In WITNESS WHEREOF, the parties have executed this Agreement,
this 5th day of OCT., 1985.

SELLER:

Gerald L. Maddux
Lola M. Maddux

PURCHASER:

Joseph M. Ogle
Patti L. Ogle

On this 5th day of OCT., 1985, before me personally appeared Gerald L. & Lola M. Maddux and Joseph M. & Patti L. Ogle, known to me to be the persons named in and who executed the foregoing document, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein expressed.

In WITNESS WHEREOF, I have heretofore signed and affixed my official seal the day and year written above.



Larry E. Aronson
NOTARY PUBLIC in and for
the State of Washington
Residing at N. Bonneville

STATE OF WASHINGTON } ss
COUNTY OF SKAMAMIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

GERALD L. MADDUX
MP 0.75L WIND MOUNTAIN RD
OF SILVENEON, WA 98648

AT 12:30 P. OCT. 11 1985

WAS RECORDED IN BOOK 85

DEED 166

RECORDS OF SKAMAMIA COUNTY WITH

Smilben
COUNTY AUDITOR

el Nino DEPUTY