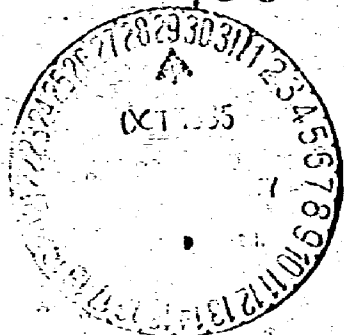


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BOOK 85 PAGE 231

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 11th day of June, 1985, by and between GEORGE ELKINS and JANET ELKINS, husband and wife, hereinafter referred to as "Seller", and DONALD W. BROWNING and MARRIANNE L. BROWNING, husband and wife, hereinafter referred to as "Purchaser", provides as follows:

## W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller, all of the Seller's interest in the following described real property, hereinafter referred to as the "premises", upon the terms and conditions provided in this contract.

Description of premises: A 1970 Fleetwood Mobile Home, License No. 295663 TPO, identification No. SI0030, title number 7710802459, hereinafter known and treated as a permanent fixture for all purposes under this contract and hereinafter referred to as the "dwelling", and

Real property situated at MP 12.39R SR 140, Skamania County, Washington, and further described as 11 acres, more or less, which are located in Lot 1 of the G. Elkins Short Plat in the South 1/2 SE 1/4 Section 4, T1N, R5E, W.M., Skamania County, Washington, which is hereinafter described as follows:

The South half of the Southeast Quarter of Section 4, Township 1 North, Range 5 East of the W.M., EXCEPT those portions conveyed to Skamania County by instruments dated November 14, 1974 and April 13, 1976 under Auditor's File No. 78463 and 82419, for Mt. Pleasant (County Road No. 1103) and Buslach Road, respectively. SUBJECT TO non-exclusive easement of right of way 60 feet in width over and across a portion of said premises, granted to Valu INVESTMENT, INC., a corporation, by instrument dated July 16, 1974, recorded July 19, 1974 under Auditor's File No. 77920. SUBJECT to two (2) easements for electric transmission lines and poles. EXCEPT that land lying northerly of State Road 140.

The terms and conditions of this contract are:

The purchase price of the premises is Fifty Thousand Dollars (\$50,000.00), of which Five Thousand Dollars (\$5,000.00) has been paid as a down payment, the receipt of which is hereby acknowledged.

The balance of the purchase price in the amount of

10536

REAL ESTATE CONTRACT - 1

REAL ESTATE EXCISE TAX

OCT 29 1985

PAID 428.0021.40 penaltySKAMANIA COUNTY TREASURER *[Signature]*

Transaction in compliance with County subdivision ordinances.  
1-5-4-15-2  
Skamania County Assessor - BVI

Forty-five Thousand Dollars (\$45,000.00), is payable as follows:

In monthly payments of Four Hundred Fifty-seven and 42/100 Dollars (\$457.42) on or before the 1st of June, 1985 and a like amount on or before the first day of each succeeding calendar month until the above-stated balance shall have been fully paid. The Purchaser further agrees to pay interest on the diminishing balance of said amount above-stated at the rate of 11½% per annum from the 1st day of June, 1985, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of the principal.

The Purchaser agrees to pay off said amount within twenty-five (25) years from the 1st day of June, 1984. Seller hereby acknowledges the receipt of the first 12 months' payments of the underlying 25 year obligation. As of closing, the outstanding total balance remaining to be paid over the next 24 year period is \$45,000.00 less the twelve months' principal payments received.

Permission is especially granted to Purchaser to make larger payments at any time, or to pay any amounts owing on the balance in full, and interest shall immediately cease on all payments so made.

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 dwelling and/or 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, in some company acceptable to Seller and for the benefit of the Seller or Purchaser as their interests 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.

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said premises or hereafter to be placed thereon; and agrees to keep the dwelling and/or other buildings and improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises or any part thereof for any illegal purpose.

In the event that Purchaser shall fail to make any payment hereinbefore provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid



by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 12% per annum until paid, without prejudice to any other rights of the Seller by reason of such failure.

The Purchaser agrees that a full inspection of the dwelling has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the dwelling or 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.

The Seller agrees, on full payment of the aforementioned amount of \$50,000.00 and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Statutory Warranty Deed together with any other documents to facilitate the transfer of Seller's interest in the heretobefore mentioned premises and dwelling.

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 Seller may elect to declare all of the Purchaser's rights hereunder terminated, and upon their doing so, all payments made by the Purchasers hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession of the premises.

Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by certified mail at the following address: MP 12.79 R 50140, or at such other address as the Purchaser shall indicate to the Seller in writing.

If the Seller, within six months after such forfeiture, shall commence an action to procure an adjudication of the termination

of the Purchaser's rights under this contract, the Purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Or the Seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the Purchaser, are independent of the covenant to make a deed and that every 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, and no 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 of the taking of any part of the premises for public use, or of the destruction of any of the improvements on the premises by fire or other casualty, all of the monies received by the Seller by reason thereof shall be applied as a payment on account of the purchase price of the premises, less any sum which the Seller may be required to expend in procuring such money, or, at the election of the Seller, to the rebuilding or restoration of the premises.

IN WITNESS WHEREOF, the parties hereto have signed this instrument on the day and year first above written.

SELLER:

George Elkins  
GEORGE ELKINS

Janet Elkins  
JANET ELKINS

Donald W. Browning  
DONALD W. BROWNING

PURCHASER:

Marianne L. Browning  
MARRIANNE L. BROWNING



