

02-05-19-0-0-0600-00
SK-14198

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25th day of July, 1986, between DAVID F. SKOKO, a widower, hereinafter called the "Seller", and WAYNE F. LAWRENCE, a single man, and CLAUDIAS R. HITE, a single woman, each as to their separate property and in their separate capacity and each as to an undivided one-half interest therein and as tenants in common hereinafter called the "Purchasers",

W I T N E S S E T H

That the Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller the following described real estate, with the appurtenances, in Skamania County, State of Washington, to-wit:

Tract of land in the Northeast Quarter of the Southeast Quarter of Section Nineteen (19), Township Two (2) North, Range Five (5) East of the Willamette Meridian, Skamania County, Washington, described as follows:

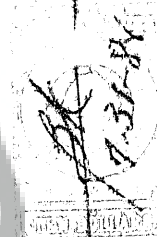
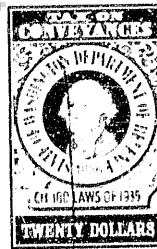
Lot One (1) of David F. Skoko Short Plat as recorded in Book 2 of Short Plats at page 47, Auditor's File No. 86230, records of Skamania County, Washington

SUBJECT TO an easement, including the terms, covenants and provisions as disclosed by instrument, in favor of Public Utility District No. 1 of Skamania County, Washington, recorded September 13, 1967, under Auditor's File No. 68168, in Book 58, at page 71, for electric power distribution lines and right of way.

SUBJECT TO an easement, including the terms, covenants and provisions as disclosed by instrument, in favor of County of Skamania, a municipal corporation, recorded November 26, 1968, under Auditor's File No. 70608, in Book 60, at page 42, for road purposes and affects the North 30 feet.

SUBJECT TO an easement, including the terms, covenants and provisions as disclosed by instrument, in favor of Public Utility District No. 1 of Skamania County, Washington, recorded October 2, 1970, under Auditor's File No. 72662, for electric transmission or distribution line.

SUBJECT TO a 50 foot right of way easement designated Skoko Road (private) as set forth on the face of the David F. Skoko Short Plat under Auditor's File No. 86230, records of Skamania County, Washington.



FILED FOR RECORD
SKAMANIA COUNTY WASH
BY [Signature]

JUL 31 11 51 AM '86

AUDITOR
GARY H. [Signature]

Registered 5
Indexed, Dir 5
Indirect 5
Filed 5
RECEIVED COUNTY CLERK'S OFFICE
JUL 31 1986

10883
REAL ESTATE EXCISE TAX
JUL 31 1986
AID 127.25
[Signature]
SKAMANIA COUNTY TREASURER

TOGETHER WITH an easement for Purchasers over and across that portion of Lot 2 of David F. Skoko Short Plat as recorded in Book 2 of Short Plats at page 47, Auditor's File No. 86230, records of Skamania County, Washington, for purposes of providing continued useage of the water line for domestic purposes only for Lot 1 which is being purchased herein by the Purchasers.

The parties agree that there shall be no tree cutting within the 50 foot easement located on Lot 1 except for purposes of maintaining the existing roadway allowing the clearance of trees for the existing roadway only.

The terms and conditions of this contract are as follows: The purchase price is Seventeen Thousand Five Hundred and no/100 (\$17,500.00) Dollars of which One Thousand and no/100 (\$1,000.00) Dollars have been paid, including Three Hundred and no/100 (\$300.00) Dollars earnest money previously paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Balance of Sixteen Thousand Five Hundred and no/100 (\$16,500.00) Dollars with interest at ten point five (10.5%) per cent, payable as follows:

A payment of not less than One Hundred Sixty-five and no/100 (\$165.00) Dollars, including interest, on the 3rd day of September, 1986, and a like payment of not less than One Hundred Sixty-five and no/100 (\$165.00) Dollars, including interest, on the 3rd day of each month thereafter until the full amount of principal and interest has been paid in full. Out of the payments made each month, first shall be deducted interest, and the balance applied to principal. Purchasers may make larger or additional payments at any time; provided, however, that this contract shall be paid in full, in any event, within twenty (20) years from the date of the execution of this contract.

The parties acknowledge that the water supply for domestic purposes for the property being sold herein is located on a tract of land lying South of the subject property described herein and which is presently owned by Alfredo and Rachel Bocanegra, husband and wife. The actual location of the well which is the source of said water is located in the Southerly most one-third of the parcel of land owned by the said Bocanegras. The existing pipe line from said well which services the water needs of said subject property runs parallel to the East lines of the Bocanegra property and the subject property and is located approximately 100 feet west of said East property lines of the two tracts above referenced. Seller by this instrument will assign all of his interest in said water rights, well and pipe line to the Purchasers herein. Purchasers as part of the consideration for the execution of this contract agree to pay for fifty (50%) per cent of all maintenance, and/or replacement costs incurred in connection with the said water system herein described and agree to pay to Bocanegras the sum of One Hundred Twenty and no/100

(\$120.00) Dollars annually for said water right useage which shall be restricted to domestic purposes only. Purchasers agree to compensate Bocanegras in an amount in excess of the said One Hundred Twenty and no/100 (\$120.00) Dollars annually in accordance with the percentage rate increase by the Skamania County Public Utility District. The property presently owned by the Bocanegras upon which the well is located is described on Exhibit "A" attached hereto and by reference incorporated herein. The Bocanegras have affixed their signatures to Schedule "B" attached hereto and by reference incorporated herein, which schedule is entitled "Consent to water right Assignment".

It is specifically agreed between the parties hereto that this contract shall not be assigned nor any agreement entered into for the sale or conveyance of said property or any portion thereof without the written consent of Seller.

The Purchasers assume and agree to pay before delinquency all taxes and assessments that may as between Seller and Purchasers hereafter become a lien on said real estate, and if by the terms of this contract the Purchasers have assumed payment of any mortgage contract or other encumbrance, or have assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the Purchasers agree to pay the same before delinquency.

The Purchasers agree, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the Seller and for the Seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the Seller.

The Purchasers agree that full inspection of said real estate has been made and that neither the Seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the Purchasers 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.

The Purchasers assume all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agree that no such damage, destruction or taking shall 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 elects to allow the Purchasers to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Purchasers elect that said proceeds shall be paid to the Seller for application on the purchase price herein.

The Seller has delivered or agrees to deliver within ninety (90) days of closing, a purchasers' policy of title insurance in standard form, or a commitment therefor, insuring the Purchasers 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 following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the Purchasers are to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which Seller is purchasing said real estate, and any mortgage or other obligation, which Seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in Seller's title.

If Seller's title to said real estate is subject to an existing contract or contracts under which Seller is purchasing said real estate, or any mortgage or other obligation, which Seller is to pay, Seller agrees to make such payments in accordance with the terms thereof, and upon default, the Purchasers shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the Seller under this contract.

The Seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Purchasers a statutory fulfillment warranty deed to said real estate, excepting any part thereof heretofore 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 following: easements and restrictions of record.

Unless a different date is provided for herein, the Purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as Purchasers are not in default hereunder. The Purchasers covenant to keep the buildings and other 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 Purchasers covenant 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 Purchasers are entitled to possession.

In case the Purchasers fail to make any payment herein provided or to maintain insurance, as herein required, the Seller may make such payment or effect such insurance, and any amounts so paid by the Seller, together with interest at the rate of twelve (12%) per cent per annum thereon from date of payment until repaid, shall be repayable by Purchasers on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.

Time is of the essence of this contract, and it is agreed that in case the Purchasers 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 elect to declare all the Purchasers' rights hereunder terminated and upon his doing so, all payments made by the Purchasers hereunder and all improvements placed upon the real estate shall be forfeited to the Seller as liquidated damages, and the Seller shall have right to re-enter and take possession of the real estate; and no waiver by the Seller of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default, 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 Purchasers. It being stipulated that the covenant to pay intermediate installments 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 Purchasers shall be construed as a waiver of any subsequent default.

It is agreed between the parties hereto that service of all demands or notices with respect to this contract are to be made by certified mail with return receipt requested, directed to the Seller or the Purchasers at their last known address. The time specified in any notice shall commence to run from the date of the postmark. Failure to pick up certified mail shall not be deemed lack of notice.

In the event that the Purchasers shall fail to make payments as provided herein and the Seller shall be required to employ the services of an attorney for preparation and service of notices, demands or correspondence in connection with said delinquency, that the Purchasers shall pay to Seller the reasonable expense incurred by Seller in employing the services of said attorney. It is further agreed that in any suit or action to enforce any covenant of this contract or collect any installment payment or any charge arising therefrom, or any litigation concerning the provisions of this contract, that the prevailing party shall be entitled to a reasonable sum as attorney's fees, all costs and expenses of searching records, obtaining title reports and costs of said suit, 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.

David F. Skoko
David F. Skoko,

Seller

Wayne F. Lawrence
Wayne F. Lawrence

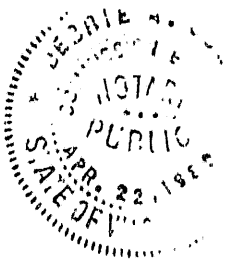
Claudia R. Hite
Claudia R. Hite,

Purchasers

STATE OF WASHINGTON)
) ss.
 County of Clark)

On this day personally appeared before me DAVID F. SKOKO, a widower, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of July, 1986.



David F. Skoko
 Notary Public in and for the State of
 Washington, residing in Vancouver, Battle Ground
 My Commission Expires: 4-22-89

STATE OF WASHINGTON, /
 County of Clark) ss.



SAFECO

On this day personally appeared before me
 WAYNE F. LAWRENCE AND CLAUDIA R. HITE

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that THEY signed the same as THEIR free and voluntary act and deed for the purposes therein mentioned.



GIVEN under my hand and official seal this 28th day of July, 1986

Wayne F. Lawrence and Claudia R. Hite
 Notary Public in and for the State of Washington, residing at Battle Ground

TL-34 R1 8/74

SAFECO Title Insurance Company ACKNOWLEDGMENT ORDINARY

EXHIBIT "A"
DESCRIPTION
SK-12249

A TRACT OF LAND IN THE EAST HALF OF THE EAST HALF OF THE NORTH-EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER ON THE EAST LINE OF THE SAID SECTION 19; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 19 560 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, 330 FEET TO THE EAST LINE OF A TRACT OF LAND CONVEYED TO DONALD L. WALLACE BY DEED RECORDED JULY 19, 1977 IN BOOK 73 OF DEEDS AT PAGE 37; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID DONALD L. WALLACE TRACT 496 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19 330 FEET TO THE EAST LINE OF THE SAID SECTION 19; THENCE NORTHERLY ALONG THE EAST LINE OF SECTION 19 496 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS LOT 3, OF DAVID F. SKOKO SHORT PLAT RECORDED IN BOOK 2 OF SHORT PLATS AT PAGE 47 UNDER AUDITOR'S FILE NO. 86230, RECORDS OF SKAMANIA COUNTY, WASHINGTON.