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BOOK 102 PAGE 730

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REAL ESTATE EXCISE TAX

SEP 23 1986

PAID 374.50

SALE AGREEMENT

Wilma L. Cornwall
SKAMANIA COUNTY TREASURER

This Agreement, made the 27 day of August, 1986, by and between KERMIT E. BROWN and WILMA L. BROWN, husband and wife, Sellers, and RICHARD M. MARTIN and BEVERLY A. MARTIN, husband and wife, Purchasers.

For the sum of THIRTY FIVE THOUSAND DOLLARS AND NO/100 (\$35,000.00) Sellers sell to Purchasers that certain property in Skamania County, Washington known as Lot 3, Kermit Brown Short Plat Revised as filed in the records of Skamania County, Washington.

Sellers acknowledge the payment of FIVE THOUSAND DOLLARS (\$5,000.00) toward the purchase price. Purchasers agree to pay the sum of TWO HUNDRED EIGHTY NINE DOLLARS AND 51/100 (\$289.51), on or before the 20th day of the month next following signature of this contract. A like sum shall be paid on or before the 20th day of each month thereafter until the remaining sum of THIRTY THOUSAND DOLLARS, together with accrued interest thereon at the rate of ten percent (10%) per annum has been paid in full. Payment shall be made to a collection account at First Independent Bank, Bingen Branch. If any of said installments are not so paid, the Purchasers shall have 30 days after notice in writing to the Purchasers to cure said installments, thereafter all principal and interest shall become due and payable at once without further notice, at the option of the Seller.

This sale is subject to the retention, by the Sellers, of a life estate, for each of them, permitting them to reside in

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By: [Signature] 3-10-15-1986

Registered	\$
Ins. & C.	\$
Index	\$
Filed	
Mailed	

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and obtain all of the benefits from said property for their exclusive use, for the balance of thier lives. Provided that, the right to possession of the property shall terminate if neither of the parties (Sellers) reside on the premises or have a reasonable expectancy of returning to the premises following necessary medical or other absences, but in any event not to exceed a period of absence of six months, unless agreed to by Purchasers. During the time that the Sellers, or either of them, shall reside upon or be entitled to reside upon the property, they shall retain, for their own account, any benefits derived from their use of the property, but they shall, likewise, bear the obligation of maintaining the property in its present condition, reasonable wear and tear excepted, and shall pay all taxes, assessments, and charges against the property. Sellers shall, likewise, be responsible to maintain full homeowner's insurance in an amount equal to an amount necessary to replace the property with a structure of similar quality on the property. If, for any reason, the Sellers shall neglect to pay insurance, taxes, or other charges against the property, during the period that they are entitled to its use and occupancy, the Purchasers shall pay such charges and receive credit for such payments. Upon the death of both Sellers, Purchasers shall pay the remaining balance of payments due under this Sale Agreement, in monthly payments as agreed by and among the parties to this Agreement, to the direct heirs, and/or spouses of said heirs, and/or the children of said heirs, whichever may be alive at the death of both Sellers.

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The purpose of this contract is to assure a timely sale and provide for the security of the Sellers. It is intended that the Sellers shall have a full life estate in subject property as provided herein. It is further intended that the rights to use and management of the property shall pass to Purchasers if the residential use of the property cannot be accomplished by the Sellers.

The rights under this contract are not assignable by any party to the contract without the express written consent of the other parties to the contract.

Time is of the essence for this contract, and it is agreed that in case the Purchaser 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, in accordance with the provisions of this Agreement, effect to declare all the Purchaser's rights hereunder terminated, and upon his doing so, all payments made by the Purchaser 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 Purchaser shall be construed as a waiver of any subsequent default.

Service upon Purchaser of all demands, notices or other papers with respect to forfeiture and termination of Purchaser's rights may be made by United States Mail, postage pre-paid,

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return receipt requested, directed to the Purchaser at his address last known to the Seller.

Upon Seller's 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.

If the Seller shall bring suit to procure an adjudication of the termination of the Purchaser's rights hereunder, due to failure to comply with conditions of this Agreement, 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, 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 above written.

FILED FOR RECORD
STANTON TOWNSHIP
BY JOHN THOMAS DAY
ATTORNEY AT LAW
SEP 26 3 47 PM '85
d. N. S. Dep.
GARY H. OLSON

Wilma L Brown
SELLER

On this day personally appeared before me KERMIT E. BROWN and WILMA L. BROWN, 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.

A circular notary seal for the State of Washington. The outer ring contains the text "NOTARY PUBLIC" at the top and "STATE OF WASHINGTON" at the bottom. Inside this ring, the text "COMMISSION EXPIRES" is at the top and "1-21-00" is at the bottom. The center of the seal contains the word "NOTARY" in a large, bold font.

My commission expires

PURCHASER

PURCHASER

On this day personally appeared before me RICHARD M. MARTIN and BEVERLY A. MARTIN, 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.

GENERAL NOTARY-STATE of Nebraska
JENNIFER LOMBARDO
My Comm. Exp. Nov. 6, 1989

Jennifer Lombardo
Notary Public for Nebraska
Residing at Omaha, Nebraska
My Commission expires 11-6-89