

## REAL ESTATE CONTRACT

Rev  
\$18400

This agreement made and entered into this 1st day of October, 1986, by and between SHARLEEN ANN JAMES, as her separate estate, hereinafter called the seller, and DYRK B. HALL and JO ELLEN A. HALL, husband and wife, hereinafter called the purchaser;

## WITNESSETH:

The seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate situated in the County of Skamania, State of Washington, to wit:

The Southeast quarter of the Northwest quarter of Section 18, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT the following described tract of land:

BEGINNING at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 18; thence East along the center line running East and West through the said Section 18, approximately 830 feet to a point 10 feet West of creek; thence North 305 feet; thence West 20 degrees North to a point 628 feet North of the place of beginning; thence South to the place of beginning.

ALSO the West half of the Southwest quarter of the Northeast quarter of Section 18, Township 1 North, Range 5 East of the Willamette Meridian.

EXCEPT the East 211 feet thereof.

ALSO including a 60 foot wide easement for ingress, egress, and utilities between the East line of the above described property and the East line of said Section 18, the South line of said 60 foot easement being the South line of the Northeast quarter of said Section 18.

ALSO including an easement for ingress, egress, and utilities over, under, and across the East 30 feet of the Northeast quarter of the Southeast quarter of Section 18, Township 1 North, Range 5 East of the Willamette Meridian, lying between the North line of said Northeast quarter of the Southeast quarter and the North line of the county public right of way known as Turk Road.

ALSO including an easement for utilities over, under, and across the West 20 feet of the East half of the Northwest quarter of the Southeast quarter of said Section 18, lying between the North line of the South half of the South half of the East half of the Northwest quarter of the Southeast quarter of said Section 18 and the North line of the Southeast quarter of said Section 18.

ALSO SUBJECT TO and including easements of record.

ALSO SUBJECT TO an easement, and the terms and conditions thereof, in favor of Northwestern Electric Company, a corporation, for electric transmission and distribution line purposes, dated December 29, 1929, and recorded May 9, 1930, in Book W, at page 389, records of Skamania County, Washington.

ALSO SUBJECT TO all other easements, restrictions and reservations of record.

PURCHASE PRICE AND TERMS:

The purchase price which it is agreed shall be paid for said property is the sum of Ninety-Two Thousand and No/100 Dollars (\$92,000.00), of which the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) has been paid, receipt of which is hereby acknowledged, and the balance in the amount of Seventy-Seven Thousand and No/100 Dollars (\$77,000.00) shall be paid as follows:

Registered  
Indexed, Cir  
Indirect  
Filed  
Mailed

10988

REAL ESTATE EXCISE TAX

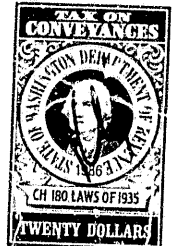
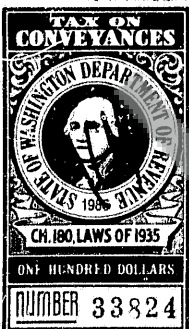
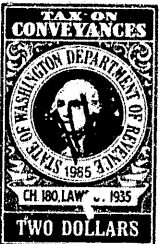
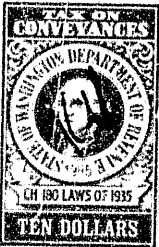
OCT 2 1986

PAID 984.40

John R. Wyman, Deputy  
SKAMANIA COUNTY TREASURER

PCE 86-1271

Transaction in compliance with County sub-division ordinances.  
Skamania County Assessor - By: [Signature] 300



In monthly installments of Five Hundred Eighty and No/100 Dollars (\$580.00), or more, beginning on the 1st day of November, 1986, and continuing monthly thereafter on the 1st day of each and every month, subject to the provision for pay-off as set forth below. The unpaid balance of the purchase price shall at all times bear interest at the rate of nine percent (9%) per annum, and from each payment shall first be deducted the interest to date and the balance shall be applied on the principal. Interest shall begin to accrue as of the date of closing. All payments to be made hereunder shall be made to Sharleen James at 39315 S.E. Evergreen Boulevard, Washougal, Washington 90671.

Permission is especially granted to the purchaser to make larger payments at any time or to pay the contract in full, without penalty, and interest shall immediately cease on all such payments made. Upon the reduction of the principal balance to Sixty Thousand and No/100 Dollars (\$60,000.00), purchaser may request a partial fulfillment deed to five (5) acres of the real property which is the subject of this sale. Determination of the location of said five (5) acres shall be made as agreed to between the parties. Said request must be made in writing and seller shall not unreasonably withhold the granting of such partial fulfillment deed. The whole balance of the purchase price, including both principal and interest, shall be fully paid on or before October 1, 1996.

THE PURCHASER AGREES:

1. In addition to the payments required above, to pay before delinquency all taxes and assessments that may as between the seller and purchaser hereafter become due on said premises. The taxes for the current year shall be prorated as of the date of closing

2. In addition to the payments required above and until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as the seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller if so demanded by the seller. Insurance charges shall be prorated as of the date of closing.

3. To assume all hazards of damage to or destruction of any improvements now or hereafter placed on the premises, and that no such damage or destruction shall constitute a failure of the consideration on the part of the seller.

4. The purchaser acknowledges that he has made a full inspection of the premises. The seller specifically disclaims all implied and express warranties of merchantability and fitness for a particular purpose and the property is sold in "as is" condition. Seller does hereby specifically disclaim the quantities and amounts of acreage involved in this purchase.

Approved:

Purchaser's Initials J.B.H.

Seller's Initials J.S.H.

Date 10-1-86

Date 10-1-86

THE SELLER AGREES:

1. That within ten (10) days from the date hereof he will procure a purchaser's policy of title insurance insuring the purchaser to the full amount 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 made subject to or assumed by the purchaser in this contract, excepting from said title insurance policy any part which may hereafter become condemned and excepting therefrom the encumbrances herein mentioned or which may accrue hereafter through any person except the seller.

2. That upon full payment of the purchase price and interest, in the manner hereinabove specified and compliance with all other terms and



conditions of this contract by the purchaser, to execute and deliver to the purchaser a warranty deed to the property, with all required revenue stamps affixed, excepting any part which may hereafter become condemned, free and clear of any encumbrances except those herein mentioned and any that may accrue hereafter through any person except the seller.

IT IS FURTHER AGREED:

1. It is understood and agreed that the parties contemplate construction of a road and the providing of electrical and telephone services to the above described property. The road shall be constructed as agreed to between the parties and according to county specifications. The parties hereto agree to share equally the cost of said improvements.

2. The purchaser shall not commit nor suffer to be committed any waste upon the property herein sold, and the purchaser agrees to maintain said premises in as good a condition as the same are now, less reasonable wear and tear, during the term of this contract. No buildings or improvements now or hereafter placed on said premises shall be moved therefrom, torn down, or destroyed without first obtaining the written consent of the seller.

3. It is understood and agreed that new buildings or improvements placed upon the real property above described shall become a part of the real property, and the purchaser agrees that he will not allow any liens to accumulate or to be filed against said property. If any liens accumulate or are filed against said property then this shall be considered to be a breach of the terms of this contract.

4. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment or procure such insurance, and the amounts paid therefor by him shall be deemed to be a part of the purchase price and become payable forthwith and shall bear interest at the rate of 12% per annum until paid, without prejudice to other rights the seller might have by reason of such failure

5. Time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of the contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure, or the seller may bring an action on any intermediate overdue installment or on any payments made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser is independent of the covenant to make a deed, and that every such 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 any event, and regardless of the seller's choice of options, a charge of Fifty and no/100 Dollars (\$50.00) shall be added to the contract balance for each and every month that payments are more than fifteen (15) days overdue. Said charge shall be added on the sixteenth (16th) day.

6. Any notice required by the terms of this contract to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the United States certified mail, with postage fully prepaid, and if intended for the seller herein, then if addressed to said seller at 39315 S.E. Evergreen Boulevard, Washougal, Washington 98671; and if intended for the purchaser, then if addressed to the purchaser at 1115 S.E. 196th Street, Camas, Washington 98607. Any such notice shall be deemed conclusively to

have been delivered to the addressee thereof forty-eight (48) hours after the deposit in said United States certified mail.

7. In the event that the seller incurs any expense in enforcing any provisions of this contract, whether in or out of court, and including a forfeiture and cancellation, the purchaser agrees to pay such expenses, including a reasonable attorney's fee. The attorney's fee, and the other costs incurred, may be added to the contract balance at the seller's option.

8. It is agreed that no assignment of this contract or sale of the property, or any part thereof, by the purchaser, shall be valid. In this regard, it is understood by the parties hereto that the seller is relying on the personal integrity of the purchaser and upon his financial statement in the sale and purchase of this property. That if, at any time, the purchaser desires to sell the real estate and properties herein being sold and purchased, it will be necessary for the purchaser to pay the seller in full, including both principal and interest, provided that the seller reserves the right, upon the request of the purchaser to sell said property, to consider an assignment of contract or sale of said property upon determining the stability and financial resources of a new buyer as being satisfactory to the seller. The seller further reserves the right to renegotiate the interest rate and monthly payments being applied against the then existing principal balance under the contract and the payoff of both principal and interest throughout the remaining shortened term of the contract.

9. Purchaser is entitled to physical possession of the property on the date hereof.

10. The purchaser agrees to assume all risks of damage or taking of all or any part of said premises for public use by negotiation, condemnation or otherwise and said damage or taking shall not constitute a failure of consideration. In such event, all monies received shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money.

11. This agreement shall be binding upon and shall inure to the benefit of the legal representatives, heirs, successors and assigns of the parties hereto.

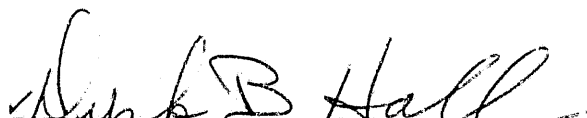
12. All prior negotiations and agreements between the parties with respect to the sale and purchase of the described premises are superseded by this contract. There are no representations, warranties, understandings or agreements with respect to the same other than those expressly set forth in this contract. This contract may be changed, amended or modified only by a written instrument executed by the parties and acknowledged as required by law.

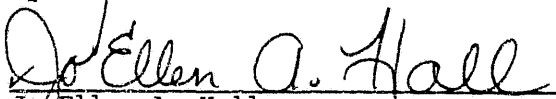
13. Unless some other meaning and intent is apparent from the context hereof, the plural shall include the singular, and vice versa, and masculine, feminine and neuter words shall be used interchangeably.

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

  
Sharleen Ann James

Seller

  
Dyrk B. Hall

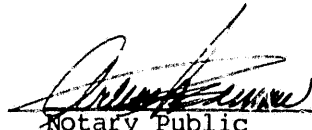
  
Jo Ellen A. Hall

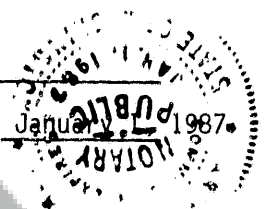
Purchaser

STATE OF WASHINGTON )  
 : ss.  
 County of Clark )

I certify that I know or have satisfactory evidence that SHARLEEN ANN JAMES signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 1st day of October, 1986.


  
 Notary Public  
 My appointment expires January 1987.

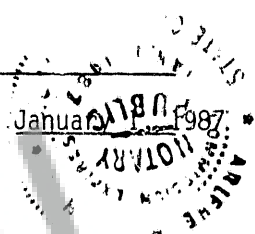


STATE OF WASHINGTON )  
 : ss.  
 County of Clark )

I certify that I know or have satisfactory evidence that DYRK B. HALL and JO ELLEN A. HALL, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 1st day of October, 1986.

  
 Notary Public  
 My appointment expires January 1987.



FILE FOR RECORD  
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 GARY M. OLSON

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 Vancouver, Washington 98666-1148