

REAL ESTATE CONTRACT

THIS CONTRACT for the sale of land, executed this 28th day of October, 1986, by and between DEAN KLINGNER and ELLEN KLINGNER, husband and wife, hereinafter referred to as "SELLERS", and JOHN SWEARINGEN, a single man, and SHAWNELL MATTIS, a single woman, hereinafter referred to as "PURCHASERS",

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter provided, the Sellers hereby agree to sell and convey to the Purchasers, and the Purchasers agree to buy from the Sellers all of the Sellers' right, title and interest in the following described real property, hereinafter referred to as the "PREMISES", upon the terms and conditions provided in this Contract. Description of the premises situated at MP 0.15L Yule Road, Washougal, Washington 98671 and located in Skamania County, Washington, is as follows, to-wit:

The West 495 feet of the East 990 feet of the North 220 feet of the following tract:

BEGINNING at the Northwest corner of the North half of the Northeast quarter of the said Section 19; thence South 440 feet; thence East 1480 feet; thence North 440 feet; thence West 1480 feet, more or less, to the point of beginning.

ALSO KNOWN as Lot 1 of Corrine V. Yule Short Plat, recorded June 26, 1979, in Book 2 of Short Plats, page 111, Auditor's File No. 88847, records of Skamania County, Washington.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement for ingress, egress and utilities, 20 feet in width, over, under and across an existing roadway, the center line of which commences at the Southeast corner of the tract hereinabove described and extends thence in a Westerly direction across the West 985 feet of the North 440 feet of the North half of the said Northeast quarter to the East line of Skye Road, and Purchasers agree to contribute towards the maintenance of the roadway on said easement as hereinafter provided in this Contract

SUBJECT TO electric transmission line easement, as provided in instrument recorded under Auditor's File No. 72907, records of said County.

EXCEPT the Sellers may remove:

- 10 firewood trees;
- Trees from bedding over;
- Pre-cut firewood;
- All furniture, except TV antenna; hutch in master bedroom; stove, dishwasher, refrigerator, Levelor blinds and pressure tank.

Registered	
Indexed, Direct	
Indirect	
Filmed	
Mailed	

PAID 1311.37
REAL ESTATE EXCISE TAX
OCT 31 1986
SKAMANIA COUNTY TREASURER

11049

OCT 31 1 32 PM '86

FILED FOR RECORD
BY Ellen Klingner

SKAMANIA COUNTY TREASURER
J. M. MATTIS
OCT 31 1986
RECEIVED BY AUDITOR'S FILE NO. 88847

The terms and conditions of this Contract are as follows:

1) CONSIDERATION AND PAYMENT:

The purchase price of the premises is the sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars, of which Purchasers have paid to Sellers the sum of Five Thousand and no/100 (\$5,000.00) Dollars, as a down payment, the receipt of which is hereby acknowledged by the Sellers; Purchasers agree to pay off the remaining balance of said Contract, Ten Thousand and no/100 (\$10,000.00) Dollars, from the date of closing with two equal installments of Five Thousand and no/100 (\$5,000.00) Dollars each. The first installment payment shall be due and payable on January 15, 1988, and shall be payable directly to the Sellers. The second installment payment shall be due and payable on January 15, 1989, and shall be payable directly to the Sellers. Permission is especially granted to Purchasers to make larger payments, or to pay the balance in full before the dates in question.

2) ASSUMPTION:

Purchasers further agree to assume and make all monthly payments in a timely fashion on the 1983 Nova Mobile Home, Serial No. 10696, held by Sellers, through Western Savings & Loan in care of Valentine & Associates of Seattle, Washington, in the amount of Fourteen Thousand Ninety-Nine and 95/100 (\$14,099.95) Dollars, payable in monthly installments of Two Hundred Eleven and 95/100 (\$211.95) Dollars, at an annual interest rate of fourteen per cent (14%).

3) TAXES AND ASSESSMENTS:

The Purchasers agree to pay before delinquency all taxes and assessments which may, as between Sellers and Purchasers, hereafter become a lien on the real estate; and Purchasers agree to keep any structures 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 Sellers and for the benefit of the Sellers or Purchasers as their interests may appear, and to pay all premiums

therefor until the purchase price is fully paid.

4. POSSESSION, USE, TITLE AND RISK OF LOSS:

The Purchasers are entitled to physical possession of the premises immediately upon the execution of this Agreement.

In the event that the Purchasers shall fail to make any payment hereinbefore provided, the Sellers may pay such taxes or assessments and effect such insurance, and any amount so paid by the Sellers shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 14% per annum until paid, without prejudice to any other rights of Sellers by reason of such failure.

In that Sellers' title to said premises is subject to an existing indebtedness with Western Savings & Loan, Purchasers agree to make such payments in accordance with the terms thereof, and upon default, the Sellers shall have the right to make any payments necessary to remove the default, and any payments so made shall become payable from Purchasers forthwith, with an interest rate of 14% per annum until paid.

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

The Purchasers agree that a full inspection of the premises has been made and that neither the Sellers nor their assigns shall be liable under any covenants respecting the condition of the 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 Sellers agree, on full payment of the aforementioned amount, including interest in the manner hereinbefore specified, to execute and deliver to Purchasers a Statutory Warranty Deed to the premises in question, together with any other documents to facilitate the transfer of Sellers' interest in hereinabove described premises.

5) PERFORMANCE AND DEFAULT:

Time is of the essence of this Agreement. If the Purchasers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Sellers may elect to declare all of the Purchasers' 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 Sellers as liquidated damages, and the Sellers 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:

M.P. O. 15L Yule Road, Washougal, WA 98671,

or at such other address as the Purchasers shall indicate to the Sellers in writing. If the Sellers, after such forfeiture, shall commence an action to procure an adjudication of the termination of the Purchasers' rights under this contract, Purchasers agree 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 Sellers may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Purchasers, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the Purchasers, 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 Sellers of any default on the part of Purchasers 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 moneys

received by the Sellers by reason thereof shall be applied as a payment on account of the purchase price of the premises, less any sum which the Sellers may be required to expend in procuring such money, or, at the election of the Sellers, 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.

SELLERS:

Carl Dean Klingner
Dean Klingner

Ellen Klingner
Ellen Klingner

STATE OF WASHINGTON
: SS
COUNTY OF C L A R K

This is to certify that on this 28 day of October, 1986, personally appeared before me DEAN KLINGNER and ELLEN KLINGNER, husband and wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and seal the day and year last above written.

[Signature]
Notary Public for the State of Washington, residing at [Address].
My commission expires: 1/10/90

PURCHASERS:

John D. Swearingen
John Swearingen

Shawnell A. Mattis
Shawnell Mattis

STATE OF WASHINGTON
: SS
COUNTY OF C L A R K

This is to certify that on this 30 day of October, 1986, personally appeared before me JOHN SWEARINGEN, a single man, and SHAWNELL MATTIS, a single woman, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed

for the uses and purposes therein mentioned.

GIVEN under my hand and seal the day and year last above written.



L. Totten
Notary Public for the State of Wash-
ington, residing at Comas.
My commission expires: 5-5-89

