

102103

BOOK 103 PAGE 154

IMPR.

SK-14281

02-06-34-3-1-0800-00

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date
between CAROL HOLLY HENRIKSON, an unmarried woman,
, hereinafter referred to as
"Seller", and RANDY L. WHITE and VICKIE S. WHITE, husband and wife,
hereinafter referred to as "Purchaser",

W I T N E S S E T H :

That for and in consideration of the covenants and agree-
ments hereinafter provided, the Seller hereby agrees to sell and
convey to Purchaser, and the Purchaser agrees to buy of the Seller
the following described real property, hereinafter referred to as
the "premises" or the "property", upon the terms and conditions
provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of
Skamania, State of Washington:

Lots 9 and 10 of Duncan Creek Addition, according
to the official Plat thereof on file and of
record at Page 85 of Book "A" of Plats, records
of Skamania County, Washington; said real
property being located in Section 34, Township
2 North, Range 6 East of the Willamette Meridian.
EXCEPT any portion thereof lying within Nielson
Road.

"Subject to water rights of record."

FILED FOR RECORD
SKAMANIA CO. WASH
SKAMANIA CO. TITLE

Nov 3 8 38 AM '86

E. Mayard

AUDITOR

Registered	E
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Indirect	S
Filmed	
Mailed	

AND HEREBY COVENANT HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and
sale price is the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) of
which Purchaser has paid to Seller the sum of SIX HUNDRED DOLLARS
(\$600.00) upon the execution of this contract, the receipt whereof
Seller hereby acknowledges. The balance of the purchase price in
the amount of \$19,400.00 shall be due and payable by Purchaser to
Seller in installments as follows: The principal sum of FIVE
HUNDRED DOLLARS (\$500.00) within ONE (1) year of the date of this
contract, and in monthly installments of TWO HUNDRED FIFTY DOLLARS
(\$250.00), or more at Purchaser's election, commencing on ~~October 1,~~
1986, and continuing on the first day of each month thereafter
until SEVEN (7) years after the date of this contract at which time
the entire balance of the purchase price and interest shall be paid
in full. The declining principal balances of the purchase price
shall bear interest from the date of this contract at the rate of
TEN PERCENT (10%) per annum, and the monthly installments aforesaid
shall be first applied to the interest accruing from payment to
payment, and the balance will be credited to the principal.

Transaction in compliance with County sub-division ordinances.
Skamania County Assessor - G. J. [Signature]

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11050

REAL ESTATE EXCISE TAX
OCT 31 1986

PAID 214.00 + 4.28 penalty
[Signature]
SKAMANIA COUNTY TREASURER



IMPR.

2. TAXES, INSURANCE AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the first half of 1986. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Purchaser further covenants during the performance of this contract, at his sole expense, to keep the insurable buildings on the property continually insured against fire and extended coverage through a policy or policies issued by a company or companies authorized to transact such insurance business in the State of Washington to the full insurable value of the same, with proceeds of such insurance payable to the parties herein as their interests shall appear. Such policies of insurance or other proof of such insurance shall be delivered to Seller, and such policies shall contain an endorsement or other provisions to the effect that in event of cancellation of such insurance, notice of such cancellation shall be furnished to Seller by certified mail not less than ten (10) days prior to cancellation. In event of an insurable loss and the payment of insurance proceeds to Seller, then any sums so paid shall be credited upon the unpaid balance of this contract, except that in event of a partial loss the proceeds of the insurance may, with Seller's approval, be applied to the expenses of repair occasioned by any such partial loss.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property upon the execution of this contract and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit or suffer no waste thereof, to maintain the same in a good state of repair and maintenance, and to refrain from performing any material alterations to the property, its buildings or improvements, except with Seller's prior written consent. Purchaser covenants further to seasonably pay all charges incurred in connection with the premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail to pay the taxes or assessments thereon, shall neglect any other charge which in the opinion of the Seller may attach as a lien to the premises, or shall fail to properly repair or maintain the premises or its improvements, then Seller may, at his election, make any such payments, or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, any such default having continued for fifteen (15) days, then Seller may proceed to declare the forfeiture of this contract as provided by the Real Estate Contract Forfeiture Act of the State of Washington as now existing or hereafter amended, or as may be otherwise provided by law, and Seller may thereby repossess the property and retain any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In event of such proceedings to forfeit this contract as aforesaid, Purchaser agrees that all costs and expenses of such proceeding, including, but not limited to, title search, service and publication of notices, recording fees and a reasonable attorney fee, shall be paid by Purchaser as a condition of curing any such default. In event of a legal or equitable action to enforce any rights under this contract or regarding the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in any such suit. Any notice required by law concerning the enforcement or forfeiture of this contract may be made by certified United States mail, addressed to Purchaser's last known mailing address, or as may be otherwise required by law.

6. ADDITIONAL COVENANTS: (a.) Seller will furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract. (b) Purchaser covenants not to assign or otherwise to transfer his interest in this contract except with Seller's prior written consent, and which consent Seller covenants not to unreasonably withhold.

IN WITNESS WHEREOF, the parties have executed this contract this 25 day of September, 1986.

Randy L. White
Randy L. White

Carol Holly Henriksen
Carol Holly Henriksen

Vickie S. White
Vickie S. White

PURCHASER

SELLER

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me RANDY L. WHITE and VICKIE S. WHITE, to me known to be the individuals described 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.

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

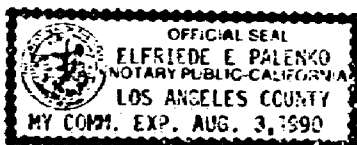


David L. Loring
Notary Public in and for the State
of Washington,
Residing at Camas

STATE OF CALIFORNIA)
) ss.
County of LOS ANGELES

On this day personally appeared before me CAROL HOLLY HENRIKSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of October, 1986.



Elfriede E. Palenko
Notary Public in and for the
State of CALIFORNIA
Residing at 1329 CRENSHAW TORRCA
90501
My Commission Expires: Aug 3, 1990