

IMPR.

REAL ESTATE CONTRACT

SK-14336

02-05-33-0-0-0200-00

This CONTRACT FOR THE SALE OF LAND executed this date
between INEZ K. JOHNSON, an unmarried woman,
, hereinafter referred to as
"Seller", and TERRY D. HEINZ and MELANIE A. HEINZ, 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:

COMMENCING at the Northeast corner of the North-
west quarter of the Northeast quarter of Section
33, Township 2 North, Range 5 East of the Willa-
mette Meridian; thence South along the East line
of the said Northwest quarter of the Northeast
quarter, 1,000 feet, more or less, to the center
of the Washougal River Road; thence Westerly along
the center of said Washougal River Road to a
point which is 312 feet West of the said East
line of the Northwest quarter of the Northeast
quarter; thence North to the North line of said
Northwest quarter of the Northeast quarter;
Section 33; thence East 312 feet to the point
of beginning.

EXCEPT portion conveyed in the Southeast corner of
said tract by deed recorded in Volume 72, Page
326, records of said County.

TOGETHER WITH water rights appurtenant to said
property

TOGETHER WITH the range, refrigerator and freezer
now in the residence located on the above property.

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

1. CONSIDERATION AND PAYMENT: The total purchase and
sale price is the sum of THIRTY-FIVE THOUSAND TWO HUNDRED FIFTY
DOLLARS (\$35,250.00), of which Purchaser has paid to Seller
the sum of THREE THOUSAND DOLLARS (\$3,000.00) upon the execution
of this contract, the receipt whereof Purchaser hereby acknow-
ledges. The balance of the purchase price in the amount of
\$32,250.00 shall be due and payable by Purchaser to Seller in
monthly installments of FOUR HUNDRED EIGHT AND 55/100 DOLLARS
(\$408.55), or more at Purchaser's option, commencing on Janu-
ary 1, 1987, and continuing on the first day of each month
thereafter until the entire purchase price and interest is paid
in full. The declining principal balances of the purchase price
shall bear interest from December 1, 1986, at the rate of NINE
PERCENT (9%) 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.

1099

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Registered S
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Filed _____
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REAL ESTATE EXCISE TAX

DEC. 1 1986

PAID 377.18

Judynia De
SKAMANIA COUNTY TREASURER

2. TAXES, INSURANCE AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1986, and such taxes for the current year will be prorated between the parties as of December 1, 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 will be applied, at Purchaser's option, to the expense 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 on December 1, 1986, 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 thereon, and to maintain the premises and its buildings in a reasonable state of repair and otherwise use and manage the property so as to preserve Seller's security interest therein. Purchaser agrees to perform no substantial alterations to the residence on the property except with Seller's prior written consent, but which consent she agrees not to unreasonably withhold. Purchaser is privileged to erect additional buildings on the property, or to otherwise improve the property and the present buildings thereon, and Purchaser may thereby cut and remove any trees for the purpose of the erection of such buildings or improvements and/or for the installation of driveways to the same. Purchaser covenants further to seasonably pay all charges incurred in connection with the premises for repairs, utilities, improvements or otherwise, so 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 fail to pay the required premiums for insurance, or shall otherwise neglect any charge which may attach as a lien to the premises, or shall fail to maintain the premises or its improvements, then Seller may, at her election, make any such payments or perform any such repairs, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at her 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. 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.

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. ASSIGNMENT: Purchaser covenants not to assign, sell, contract to sell, encumber or otherwise transfer his interest in the property or the within contract, except with Seller's prior written consent which she agrees not to unreasonably withhold.

IN WITNESS WHEREOF, the parties have executed this instrument this 5 day of November, 1986.

Inez K. Johnson
Inez K. Johnson

Terry D. Heinz
Terry D. Heinz
Melanie A. Heinz
Melanie A. Heinz

S E L L E R

P U R C H A S E R



STATE OF CALIFORNIA)
) ss.
County of San Francisco)

On this day personally appeared before me INEZ K. JOHNSON, 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 2nd day of November, 1986.

Inez K. Johnson
Notary Public in and for the State
of California, residing at
91 Federal Ave. #7-24131
My Commission Expires: 2/20/86

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me TERRY D. HEINZ and MELANIE A. HEINZ, 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.

GIVEN under my hand and official seal this 31st day of October, 1986.

Terry D. Heinz
Notary Public in and for the State
of Washington, residing at 10011 10th Ave
My Commission Expires: 11/20/86

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

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d. New
AUDITOR
GARY M. OLSON