

102512

BOOK 103 PAGE 918

REAL ESTATE CONTRACT
For Unimproved Property

FILED FOR RECORD
SKAMANIA CO. WASH
BY LAURENCE L. GRABER

JAN 12 2 56 PM '87

el. Dub, Dep.
AUDITOR
GARY M. OLSON

THIS CONTRACT. made this 9th day of January 1987, between Laurence L. Graber and Jo Ella A. Graber, husband & wife, and Robert L. Richardson and Mary Lou Richardson, husband & wife, hereinafter called the "seller" and Michael R. Hayden, and Brenda E. Hayden, husband & wife hereinafter called the "Purchaser".

Witnesseth: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following decribed real estate with the appurtenances, situate in Skamania County, Washington.

That portion of the Northwest quarter of the Southeast quarter and the Northwest quarter of the Northeast quarter of the Southeast quarter of the Section 18, Township 7 North, Range 6, East of the Willamette Meridian, decribed as follows:

Lot # 21. Marble Mountian Retreat, recorded in Book B, Page 5 records of Skamania County, Washington.

On the following terms and conditions: The purchase price is Twelve Thousand and no/100 ----- (\$ 12,000.00) dollars, of which Two Thousand and no/100 ----- (\$ 2,000.00) dollars has been paid, the receipt whereof is hearby acknowledged, and the purchaser agrees to pay the balance price as follows:

Payments at the rate of \$132.16 per month, commencing January 28, 1987 and each month thereafter on the 28th day of each month. The unpaid balance shall bear interest at the rate of 10% per annum commencing as of the 28th day of January, 1987.

Purchaser is aware that electricity, water and road maintenance are not provided to the property, the seller provides only the access road to the property.

Seller wants option to be cashed out should property be resold.

Payments received by seller ten days after due shall be assessed a late charge of \$ 10.00 for each payment late, each month late.

PREPAYMENT: Purchaser shall have the right to prepay loan in full without penalty.

Received \$
Interest \$
Tax \$
Total \$

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By: *DM* 7-6-86-4-321

The purchaser may enter into possession on the date of closing.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save as stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purposes. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

If the seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payment next falling due the seller under contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and deliver to the purchaser a Satutory Warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a standard form purchaser's title policy when the purchaser shall have paid the contract in full, insuring the title to said property with the liability the same as the above purchase price, free from incumbrances insuring except any which are assumed by the purchaser or as to which the conveyance hereunder is not the subject.

Time is the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by the United States mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof: the parties have signed and sealed this contract the day and year first above written.

Dated this 9th day of January 1987

Laurence L. Graber Seller
Laurence L. Graber

Michael R. Hayden Purchaser
Michael R. Hayden

JoElla A. Graber Seller
JoElla A. Graber

Brenda E. Hayden Purchaser
Brenda E. Hayden

Laurence L. Graber

JoElla A. Graber as Attorneys in fact
Robert L. Richardson Seller

Laurence L. Graber

JoElla A. Graber as Attorneys in fact
Mary L. Richardson Seller

Laurence & JoElla Graber
5819 N.E. 162nd. Ave.
Vancouver, Wa. 98682

Robert & Mary Richardson
P.O. Box 9
Cave Junction, Ore. 97523

Michael & Brenda Hayden
1200 N.E. 129th Ave.
Vancouver, Wa. 98682

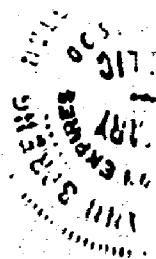
STATE OF WASHINGTON
County of Clark

ss.

I, the undersigned, a notary public in and for the state of Washington hereby certify that on this 9th day of January 1987 personally appeared before me, Laurence L. Graber and JoElla A. Graber, husband & wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal
this 9th day of January 1987

Margaret Ann Spring
Notary public in and for the
state of Washington.
Residing at Vancouver



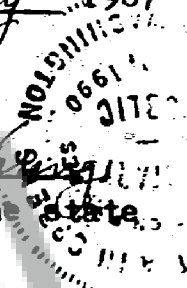
STATE OF WASHINGTON
County of Clark ss.

I, the undersigned, a notary public in and for the state of Washington hereby certify that on this 9th day of January 1987 personally appeared before me, Laurence L. Graber and Joella A. Graber, husband & wife, as Attorneys in fact for Robert L. Richardson and Mary L. Richardson, husband & wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed 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 9th day of January 1987

Margaret Ann Spring
Notary public in and for the state
of Washington.

Residing at Vancouver



STATE OF WASHINGTON ss.
County of Clark

I, the undersigned, a notary public in and for the state of Washington hereby certify that on this 9th day of January 1987 personally appeared before me, Michael R. Hayden and Brenda E. Hayden, husband & wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and Voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this
9th day of January 1987

Margaret Ann Spreng
Notary public in and for the state of Washington
Residing at Vancouver



11167

REAL ESTATE EXCISE TAX
JAN 12 1987

PAID 128.40
Van R. Wynne, Deputy
SKAMANIA COUNTY TREASURER