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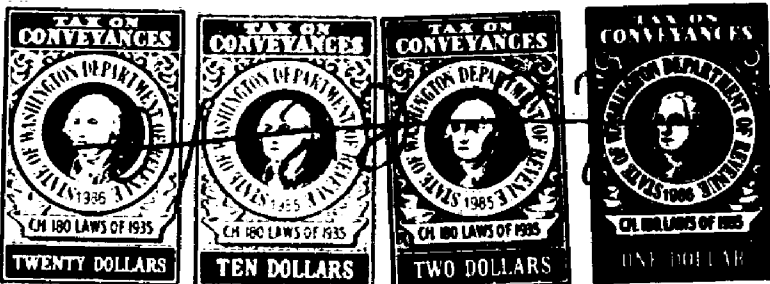
REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 103 PAGE 991

THIS CONTRACT, made and entered into this 22nd day of January, 1987,
between **NELL L. HILL**, a single woman, and **R. LEE MacDONALD**, a single woman,
as tenants in common,
hereinafter called the "seller," and **GARY R. HAINS and DIANE J. HAINS**, husband and wife,
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described
real estate, with the appurtenances, in **Skamania** County, State of Washington:

(See Exhibit "A" attached hereto.)



11177

REAL ESTATE EXCISE TAX

JAN 22 1987

PAID \$176.55

Wilma J. Cornwell
SKAMANIA COUNTY TREASURER

The terms and conditions of this contract are as follows: The purchase price is **Sixteen Thousand Five Hundred and No/100-----** TS **16,500.00** Dollars, of which
One Hundred and No/100----- \$ **100.00**) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Two Hundred Eighteen and 13/100----- \$ **218.13**) Dollars,
or more at purchaser's option, on or before the 22nd day of February, 1987,
and **Two Hundred Eighteen and 13/100-----** \$ **218.13**) Dollars,
or more at purchaser's option, on or before the 22nd day of each succeeding calendar month until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the
rate of **ten (10%)** per cent per annum from the 22nd day of January, 1987,
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made at **MP 45.93R State Rd. 14, Stevenson, WA 98648**,
or at such other place as the seller may direct in writing.

Registered ☒ S
Indexed, ☒ S
Insured ☒ S
Filed ☒ S
Mailed ☒ S

FILED FOR RECORD
SKAMANIA CO. WASH.
BY **JAN C. KIELPINSKI**

JAN 22 5 00 PM '87
A. New, Dep.

As referred to in this contract, "date of closing" shall be

January 22, 1987 **AUDITOR**
GARY H. OLSON

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If 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 payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

easements, restrictions and encumbrances of record as of December 4, 1986.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; 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.

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

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Nell L. Hill (SEAL)
NELL L. HILL

R. Lee MacDonald (SEAL)
R. LEE MacDONALD

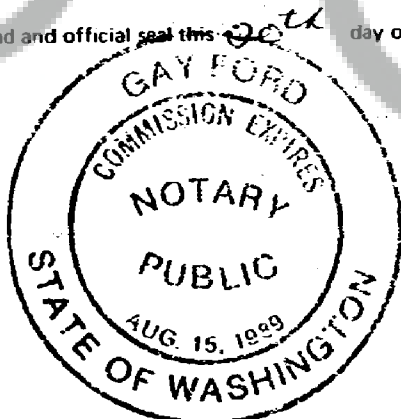
Gary R. Hains (SEAL)
GARY R. HAINS

STATE OF WASHINGTON,
County of }

ss. *Diane J. Hains* (SEAL)
DIANE J. HAINS

On this day personally appeared before me **NELL L. HILL, a single woman, and R. LEE MacDONALD, a single woman, as tenants in common,** to me known to be the individual 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 20th day of January, 1987.



Gay Ford
Notary Public in and for the State of Washington
residing at Stevenson Carson, Wa

THIS SPACE RESERVED FOR RECORDER'S USE



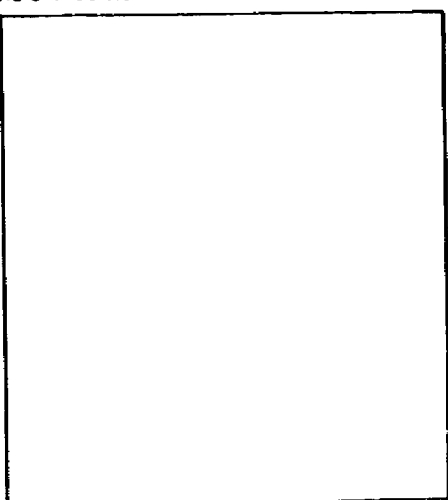
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____



COMMENCING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON WHICH POINT IS 493 FEET NORTH OF THE SOUTH 16TH CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH $81^{\circ} 13'$ WEST 75 FEET, MORE OR LESS, TO THE EXTENSION SOUTHERLY OF THE EAST LINE OF THAT PARCEL OF LAND DEEDED TO GARY R. HAINS, ET UX, BY DEED RECORDED DECEMBER 5, 1985 IN BOOK 85 ON PAGE 358; THENCE NORTH $02^{\circ} 45'$ WEST 305 FEET TO THE NORTHEAST CORNER OF SAID HAINS PARCEL; THENCE NORTH $81^{\circ} 13'$ WEST 787 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH $25^{\circ} 14'$ WEST FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH $25^{\circ} 14'$ EAST TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE EAST ALONG THE SAID NORTH LINE TO THE NORTHWEST CORNER OF THAT PARCEL DEEDED TO JAMES A. KALLAS, ET UX, BY DEED RECORDED MARCH 29, 1979 IN BOOK 76 ON PAGE 323; THENCE SOUTH $06^{\circ} 23'$ EAST ALONG THE WEST LINE OF SAID KALLAS PARCEL TO THE NORTHEAST CORNER OF THAT PARCEL DEEDED TO ERNEST C. ROBERTS, ET UX, BY DEED RECORDED JULY 7, 1975 IN BOOK 69 ON PAGE 162; THENCE WEST ALONG ROBERTS' NORTH LINE 100 FEET; THENCE SOUTH $06^{\circ} 23'$ EAST ALONG ROBERTS' WEST LINE 200 FEET; THENCE EAST ALONG THE NORTH LINE OF TINY ROAD 400 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SUBJECT TO easement including its terms, covenants and provisions as disclosed by instrument in favor of Northwestern Electric Company, a Washington Corporation, recorded September 24, 1930, in Book "W" of Deeds at Page 481, for electric transmission line;

AND SUBJECT TO Easement including its terms, covenants and provisions as disclosed by instrument in favor of Bonneville Power Administration, recorded July 19, 1957 in Book 44 at Page 18, under Auditor's File No. 52469, for electric transmission lines;

AND SUBJECT TO rights of the public in that portion of the above described real estate lying within Tiny Road and Little Street.

GH (22)

ADDENDUM TO REAL ESTATE CONTRACT

IT IS AGREED by and between the parties to the within Real Estate Contract dated January 22, 1987, that the following shall be added to said contract:

Assignment. The rights hereby granted are personal to the purchasers and sellers' reliance upon purchasers' ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by purchasers, nor shall purchasers make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of sellers. In the event of such assignment, transfer or entry into any contract for the sale of the property or any interest therein without the prior written consent of sellers, sellers may declare the entire unpaid balance of the purchase price to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the sellers for the amount of any delinquencies for items such as water assessments, taxes, insurance, payments on underlying obligations, lienable items and other expenses incurred to protect seller's interest in the property, together with interest thereon at the maximum rate of interest allowed by RCW 19.52.020(1) from the date of each such advance. Payment by purchasers of any judgment obtained by sellers pursuant to this paragraph shall be a condition precedent to the delivery of a deed to said property by sellers or by the escrow agent, if any.

Late Payment Penalty. Sellers and purchasers recognize that in the event of late payments by purchasers, sellers will incur certain costs and be subjected to substantial inconvenience, the monetary value of which is impossible to determine at this time. The parties therefore agree that in the event the monthly payments required of purchasers are not made on or before the date specified herein, purchasers shall pay to sellers as liquidated damages the sum of \$10.00 for each day any monthly payment is late. It is understood by the parties hereto that any sums paid by purchasers as liquidated damages pursuant to this paragraph shall be in addition to any other damages to which sellers may be entitled under the provisions of this contract and the laws of the State of Washington.

DATED this 22nd day of January, 1987.

SELLERS:

Nell D. Hill
NELL D. HILL

R. Lee Macdonald
R. LEE MACDONALD

PURCHASERS:

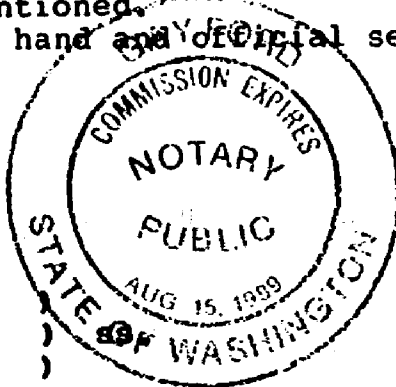
Gary R. Hains
GARY R. HAINS

Diane J. Hains
DIANE J. HAINS

STATE OF WASHINGTON)
) ss.
 County of Skamania)

On this day personally appeared before me **NELL L. HILL**, a single woman, and **R. LEE MacDONALD**, a single woman, 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 20th day of January, 1987.



Nell L. Hill
 Notary Public in and for
 the State of Washington,
 residing at Conemaugh

STATE OF WASHINGTON)
)
 County of Skamania)

On this day personally appeared before me **GARY R. HAINS** and **DIANE J. HAINS**, husband and wife, 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 16th day of January, 1987.

Gary R. Hains
 Notary Public in and for
 the State of Washington,
 residing at Stevenson