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BOOK 106 PAGE 510

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 13th day of August, 19 87,
by and between Richard J. Carper and Barbara J. Carper
hereinafter called the Seller, residing in the City of Portland, State of Oregon,
and Dan Twain
hereinafter called the Purchaser, residing in the City of Washougal, State of Washington.

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

All that portion of the NE 1/4 of the NW 1/4 of Section 10, Township 1 North, Range 5 East, W.M., lying westerly of county road known as Cape Horn Cutoff Road; together with easements and rights of way for water rights in and upon the SE 1/4 of the SW 1/4 of Section 3, Township 1 North, Range 5 East, W.M. as recorded. Consisting of 19.56 acres, more or less.

Said property is subject to reservation of mineral rights to the State of Washington, easement for transmission lines to Northwest Electric Company, and easement for transmission line to United States of America.

situated in Skamania County, State of Washington, on the following terms: the total purchase price is Forty-five Thousand Eight Hundred Forty Dollars (\$45,840.00) of which the sum of Three Thousand Dollars (\$ 3,000.00) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of Forty-two Thousand Eight Hundred and Forty Dollars (\$42,840.00) to be paid in the amounts and at the times stated as follows:

Monthly payments of not less than Four Hundred Dollars (\$400.00) per month including interest, commencing one month from the date sale is closed. Interest shall commence on date sale is closed and shall be at the rate then being charged by Benj Franklin Federal Savings & Loan Association on the first mortgage residential best fixed rate loans for 20 years. The entire balance of unpaid principal and accrued interest shall be due and payable twelve (12) years from date of closing. The interest rate on this contract shall be 10.125 % per annum.

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with interest on all deferred payments, to be computed from the date of this agreement at the rate of 10.125 % per annum, and to be paid on each principal payment date. Purchaser may make larger payments at anytime, or pay the contract in full, and interest shall immediately cease on all payments so made.

It is agreed that the Purchaser shall have possession of said premises from the closing, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than Thirteen Thousand Five Hundred plus reasonable value of added improvements Dollars \$ 13,500.00

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of this contract until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor 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 Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

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John R. Longmire, Dep.
SKAMANIA COUNTY TREASURER

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written notice to the Purchaser, and at the expiration of thirty days thereafter this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by the Purchaser. In such event and upon Seller doing so, all payments made by the Purchaser 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. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: M.P.O. 18L, Salmon Falls Rd., Washougal, WA 98671

or at such other address as the Purchaser shall indicate to the Seller in writing.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made at 2347 N.E. 152nd Ave., Portland, OR 97230 or such other address as seller shall notify in writing.

It is further agreed that: This extension of credit is personal to purchaser as is based on purchaser's integrity as regards treatment and improvement of the premises. Therefore purchaser may not assign this contract without sellers prior written consent, and assignment without consent shall cause the entire balance to be due at once.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

[Signature]
Purchaser Dan Twain

[Signature]
Seller Richard J. Carper
[Signature]
Seller Barbara J. Carper

OREGON
STATE OF ~~WASHINGTON~~

County of Multnomah } ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 13th day of August, 19 87, personally appeared before me Dan Twain, Richard J. Carper, Barbara J. Carper

to me known to be the individual s described as seller and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(If seller is a corporation, attach corporate acknowledgment.)

Notary Public in and for the State of Washington, residing at Portland, OR
Oregon

ASSIGNMENT BY PURCHASER

The within named purchaser for and in consideration of the sum of _____

Dollars (\$ _____)

does assign and convey all right and title in and to the within contract and the property described therein unto _____

and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said purchaser.

Dated this _____ day of _____, 19____.

ASSIGNMENT BY SELLER

The within named seller for and in consideration of the sum of _____

Dollars (\$ _____)

hereby assigns all his right and title to the within contract to _____

this _____ day of _____, 19____.

(Deed from seller to assignee must be given with this assignment.)

STATE OF WASHINGTON.

County of _____ } ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this _____ day of _____, 19____, personally appeared before me _____

to me known to be the individual _____ described in and who executed the above assignment, and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at _____

FILED FOR RECORD
STATE OF WASH
BY RICHARD F. DEICH
SEP 2 1 53 PM '87
AUDITOR
GARY M. ALSON