

105487

BOOK 110 PAGE 249

FILED FOR RECORD
SKAMANIA CO. WASH
BY LYNDA J. OLSON

JUL 19 3 06 PM '88

*G. M. Olson*AUDITOR
GARY M. OLSON

REAL ESTATE CONTRACT

Dated: 7/19/88

1. SELLER, LYNDA J. OLSON, a single person, agrees to sell to the PURCHASERS, DAVID D. BLACKWELL and KELLY J. BLACKWELL, husband and wife in joint tenancy with right of survivorship, and the purchasers agree to buy from the sellers the following property located in Skamania County, State of Washington, and more particularly described as "Parcel II" attached hereto.

Representations: Purchasers acknowledge that the seller has made no representations whatsoever regarding the quality or quantity of water available within an existing well, nor as to the mechanism thereof, but has warned purchasers with respect thereto that the water is not potable; that the septic tank system and drain field located upon the premises is in a condition unknown to the seller and may be defective; that the exact location of the boundary lines of the tract are unknown to seller and the parties agree that the purchase price would be greater with the amenity of a survey which purchasers desire to avoid; that the wiring and structural components of the improvements may not be to code; and that purchasers have inspected the premises in detail accepting them in their "as is" condition.

Trees and Shrubs: Purchasers agree that they shall cut no trees or shrubs upon the subject premises, save and except for minimal trimming for the purposes of beautification with the consent of seller, provided however, that such consent shall not be unreasonably withheld as to beautification work involving cutting of trees or shrubs of a diameter or four inches or less.

Due on Sale: The purchasers acknowledge the special confidence of seller in their relationship herein and the concern of seller that in the event of any sale, assignment, transfer, or conveyance of any interest whatsoever by purchasers in or to the subject premises, save and except for security purposes only, a significant and material event will change. Therefore, purchasers agree that in the happening of any of the foregoing described events, purchasers shall forthwith pay the entire outstanding balance of principal together with accumulated interest and any other obligations due hereon in full.

Option: In consideration of the foregoing and on condition that at the time of the exercise of the option purchasers are free of default in the performance of any of purchasers' obligations hereunder, seller grants to purchasers the right to purchase that real property lying and being situated in Skamania County, State of Washington, and more fully described as "Parcel I" for a total purchase price of \$7,500.00, with \$1,000.00 to be paid down at the time of the exercise of such option by purchasers, and the balance of \$6,500.00 to be added to the principal due under this contract. In the event of the exercise of such option, then all of the terms of this agreement pertaining

Registered *IMO*Indexed, Sir *S*Filed *S*By *S*

Date

Glenda J. Kimmel, Skamania County Assessor
By: *DM* Parcel # 2-6-23 2-105

Real Estate Contract
Page 1-A

thereto shall fully apply and the balance of \$6,500.00 shall bear interest at the rate of 12% per annum as hereinafter provided to be paid on the principal remaining due herein, with the monthly payments herein provided to be made increased by the sum of \$68.46 per month. PROVIDED HOWEVER, this option shall expire unless notice of the exercise thereof be given in writing to seller at seller's address hereinbelow appended, together with the payment of the \$1,000.00 above referenced on or before one year from date of execution of this agreement.

2. PURCHASE PRICE -- The purchase price of "Parcel II" is Sixty Thousand Dollars (\$60,000.00), of which purchasers have paid One Thousand Dollars (\$1,000.00) as an earnest money payment, and the additional sum of Four Thousand Dollars (\$4,000.00) to complete a Five Thousand Dollar (\$5,000.00) down payment. The balance of Fifty-Five Thousand Dollars (\$55,000.00) shall be paid as follows:

In equal monthly payments of \$565.74, or more, commencing August 1, 1988, and continuing through October 1, 1988. On November 1, 1988, the purchasers shall pay an additional sum of \$5,000.00. Commencing December 1, 1988, and each month thereafter, the purchasers shall pay the sum of \$526.62, or more, until the entire outstanding balance of the purchase price shall have been paid in full. The outstanding principal, together with any other obligations due under this contract to sellers, shall at all times bear interest at the rate of 12% per annum. Purchasers may pay the entire outstanding balance at any time without interest penalty. From each payment so made and in the exercise of the option above referenced and the making of additional increased payments, the outstanding interest accrued to the date of making such payment shall first be deducted and the balance shall be applied in reduction of principal.

Purchasers agree that in addition to any and all other remedies as herein contained in the event of failure to make monthly payments within ten days of the due date thereof, purchasers will pay a penalty of 5% of any such payment or payments so delayed.

Real Estate Contract
Page Two

3. DEED OR SECURITY RELEASE -- The parties acknowledge that there does not exist any agreement between them with respect to the obligation of Sellers to issue any deed releases or partial satisfaction or security releases respecting any portion of the subject property.

4. POSSESSION -- Purchasers shall be entitled to possession of the property on closing.

5. ASSESSMENTS AND TAXES -- Purchasers shall pay before delinquency all taxes and assessments. In the event any taxes or assessments to be paid by Purchasers are paid by Sellers, Purchasers shall promptly reimburse Sellers. Upon failure of Purchasers to pay any taxes or assessments, Sellers may, at their option, declare a forfeiture of this contract or pay and discharge any such tax, assessment, rent or charge and any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, and bear interest at the rate of twelve per cent (12%) per annum, and be due immediately, or Sellers may, upon their election, bring suit for the recovery of such sums, together with interest and attorneys' fees as hereinafter provided.

6. IMPROVEMENTS -- All improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed.

7. USE OF PROPERTY -- Purchasers shall not make nor allow any unlawful use of the property.

8. CONDEMNATION -- If the property or any part shall be taken and condemned, such taking shall not be a ground for rescission of this contract. The award made for the taking shall be deemed to be the property of Purchasers, but shall be paid to Sellers to apply upon the purchase price, not exceeding any amounts then unpaid hereunder.

9. DEED -- When Purchasers have fully performed this contract, Sellers shall execute and deliver to Purchasers a statutory warranty deed conveying the property free and clear of all encumbrances except any encumbrances agreed to by Purchasers. Warranties of Sellers are limited to the date of this contract except for affirmative acts of Sellers thereafter.

10. SELLERS' REMEDIES -- In the event the Purchasers are in default under this contract, the Sellers may, at their election, take the following course of action:

Real Estate Contract
Page Three

(a) Suit for Delinquencies. The Sellers may institute suit for any installment amount or other sums due and payable under this contract as of the date of the judgment and any sums which have been advanced by Sellers as of said date pursuant to the provisions of this contract, together with interest on all of said amounts at the default rate from the date of each such amount was advanced or due, as the case may be, to and including the date of collection;

(b) Acceleration. Upon giving the Purchasers not less than fifteen (15) days' written notice of its intent to do so (within which time any monetary defaults may be cured without regard to the acceleration), and if the default is in the nature of a failure to timely pay any principal, interest, insurance premium, tax, or other sum of money required to be paid herein or any failure to obtain any consent of the Sellers herein required for a conveyance of the Purchasers' title to the property, or if the Purchasers commit waste on the property, the Sellers may declare the entire unpaid balance of the purchase price and all interest then due thereon and the prepayment premium to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the Sellers pursuant to the provisions of this contract, and together with interest on all of said sums at the default rate from the due date or date of each such advance to and including the date of collection.

(c) Forfeiture and Repossession. The Sellers may cancel and render void all rights, titles and interest of the Purchasers and its successors in this contract and in the property (including all of Purchasers' then existing rights, interests and estates therein and timber, crops and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to R.C.W. 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Sellers record a Declaration of Forfeiture pursuant to R.C.W. 6.30.040-070. Upon the forfeiture of this contract the Sellers may retain all payments made hereunder by the Purchaser and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Purchasers and any person or persons having possession of the said property by, through or under the Purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the Purchasers, or such person or persons, shall be deemed tenants-at-will of the Sellers and the Sellers shall be entitled to institute an action for summary possession of the property, and may recover from the Purchasers, or such person or persons in any such proceedings, the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Sellers' reasonable attorneys' fees.

Real Estate Contract
Page Four

(d) Specific Performance. The Sellers may institute suit to specifically enforce any of the Purchasers' covenants hereunder, and the same may include redress by mandatory or prohibitive injunction.

(e) Receivership. The parties hereto recognize and agree that in the event of default by the Purchasers in making any payments or in the performance of any of the other terms and conditions of this contract, the period of time involved in repossessing the property, forfeiting this contract, or in obtaining possession of the property by judicial process could cause irreparable damage to the Sellers and to the property or the possible acceleration of the debts secured by the prior encumbrances. Therefore, the Purchasers hereby expressly agree that in the event of any default under this contract which is not cured, the Sellers shall have the right to apply to the Superior Court of the county in which the real property is situated for the appointment of a receiver under Chapter 7.60 of the Revised Code of Washington (or any chapter supplemental thereto) to take charge of and maintain control of, manage, farm, or operate the property, to evict tenants therefrom who are not then in compliance with their leases, to lease any portion or all of the property in the name of the Purchasers on such terms as the receiver may deem advisable, to make such alterations, repairs and improvements to the property as the receiver may deem advisable, and to receive all rents and income therefrom and issue receipts therefor, and out of the amounts that are so received, to pay all of the debts and obligations for which the Purchasers are liable hereunder prior to or during the period of the receivership, including, without limitation, payments on or for this contract, prior encumbrances, taxes, assessments, insurance premiums, utility bills and costs of operating, maintaining, repairing and managing the property. Any sums received by the receiver in excess of said amounts shall be retained by the receiver to discharge all remaining liabilities of the Purchasers under this contract until the entirety of such obligations have been satisfied, at which point any remaining excess shall be paid to the Purchasers without interest.

(f) Property Rental. In the event this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchasers and the Sellers, and the Purchasers shall thereafter remain in possession of the property beyond any period otherwise permitted by law, the Purchasers agree that they will occupy the property as tenants-at-will, and the Purchasers shall be obligated to pay, and hereby promise to pay, during the period of such tenancy-at-will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two (2) times the installment amount as and when provided for in the specific terms hereof, and the Sellers shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the State of Washington, the right to institute and maintain an action for summary possession of the property as provided by law.

Real Estate Contract
Page Five

11. PURCHASERS' REMEDIES -- In the event the Sellers should default in any of its obligations under this contract and such default continues for fifteen (15) days after the Purchasers give the Sellers written notice specifying the nature thereof and the acts required to cure the same, the Purchasers shall have the right to specifically enforce this contract, institute suit for its damages caused by such default, or pursue any other remedy which may be available to the Purchasers at law or in equity.

12. REMEDIAL ADVANCES -- If either party to this contract shall fail to timely pay and discharge any payments or sums for which it has agreed to be responsible herein and said failure constitutes a default under this contract, or shall by any other act or neglect violate the terms and any conditions of this contract or of any prior encumbrance, the other party hereto may pay, effect or discharge such sums as are necessary to cure such default. Upon affording the party required to make such payment not less than fifteen (15) days' prior written notice (except in any instance in which the Purchasers fail to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to person or property or any foreclosure of or a similar action against or affecting any portion of the property, in which cases such notice may be given concurrently with or immediately following such payment). The party making such payment may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including its reasonable attorneys' fees and together with interest on said expenditures and fees at the default rate from the date of expenditure to and including the date of collection or the due date of any sum against which such offset is affected.

13. CUMULATIVE REMEDIES; WAIVERS -- The remedies stated herein are cumulative and not mutually exclusive and the Sellers or the Purchasers may pursue any other further remedies to enforce their respective rights under this contract; provided however, except as provided in this contract with respect to the Purchasers' transfer of the property, the Sellers shall not have the right to accelerate the remaining balance of the purchase price in the event the Sellers elect to forfeit the Purchasers' interest in the property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security or that resort must first be taken against any particular security or any other person shall be asserted, and the Purchasers hereby expressly waive any legal or equitable rights that the Purchasers may have with respect to the marshaling of assets. The Sellers shall not be required to tender their deed or bill of sale as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due

Real Estate Contract
Page Six

date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

14. COSTS AND ATTORNEYS' FEES -- If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation), and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. In the event either party hereto institutes any action (including arbitration) to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees that are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

15. NOTICES -- Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in the specific terms of this contract. Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Sellers may change the address for payments, by designating the same to the other party hereto in the manner hereinabove set forth and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective two (2) business days following the deposit thereof in the U.S. Mail, irresponsible of actual receipt of such notice by the addressee.

16. TIME OF PERFORMANCE -- Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

17. LEGAL RELATIONSHIPS -- The parties to this contract execute the same solely as a seller and a buyer. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of

Real Estate Contract
Page Seven

such party, and a default by any one or more of such persons shall be deemed a default on the party of the party with whom said person or persons are identified. No third party is intended to be benefited by this contract. Any married person executing this contract hereby pledges his or her separate property and marital communities in satisfaction hereof.

18. SUCCESSORS -- Subject to the restrictions contained herein, the rights and obligations of the Sellers and the Purchasers shall inure to the benefit of and be binding upon the respective estates, heirs, executors, administrators, successors, successors in trust and assigns; provided however, no person to whom this contract is pledged or assigned for security purposes by either party hereto shall, in the absence of an express written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this contract, or any holder of any interest in the property, shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but except as otherwise required by law, no notices in addition to those provided for in this contract need be given.

19. APPLICABLE LAW -- This contract shall be governed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the real property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

20. ENTIRE AGREEMENT -- This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supercedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Sellers nor the Purchasers shall be liable to the other for any representations made by any person concerning the property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Purchasers and the Sellers subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands
 this 19th day of July, 19 88.

SELLERS:

Lynda J. Olson
 Lynda J. Olson

HC Route 2, Box 110
 (address)
 Lyle, WA 98635

PURCHASERS:

David D. Blackwell
 David D. Blackwell
Kelly J. Blackwell
 Kelly J. Blackwell
MP 29R Skamania Landing Road
 (address)
 Skamania, WA 98648

BOOK 110 PAGE 257

Real Estate Contract
Page Eight

STATE OF WASHINGTON)
 : ss.
County of SKAMANIA)

This is to certify that on this day personally appeared before me
-----LYNDA J. OLSON, A SINGLE PERSON-----

to me known to be the individual(s) 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 19th day of July,
1988.



Shirley Ann Davis
NOTARY PUBLIC in and for the State of
WASHINGTON
residing at STEVENSON
my commission expires SEPT. 01, 1989

SCHEDULE C

The land referred to in this policy is situated in the State of Washington
County of Skamania

and is described as follows:

Parcel II

A portion of Tract No. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at Page 364 of Book J of Miscellaneous Records under Auditor's File No. 75656, Records of Skamania County, Washington; said real property being a portion of the West half of the Northwest quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, and more particularly described as follows:

Beginning at the Northwest corner of said Tract No. 10, said Northwest corner being North 00°36'09" East 1,595.43 feet and South 89°23'51" East 659.33 feet from the Southwest corner of said Northwest quarter of Section 23 as measured along the said West line of the Northwest quarter and at a right angle from said West line; thence South 88°54'00" East along the North line of said Tract No. 10, 300 feet; thence South 00°36'09" West 327.98 feet to the West line of said Tract No. 10; thence South 37°54'33" East 67.63 feet to a 50.37 foot radius curve to the right; thence along said 50.37 foot radius curve 21.94 feet to the true point of beginning; thence continuing along said 50.37 foot radius curve 89.32 feet to a 112.85 foot radius curve to the left; thence along said 112.85 foot radius curve 238.58 feet; thence South 32°28'16" East 146.78 feet; thence South 68°54'00" East 348 feet, more or less, to the East line of the said West half of the Northwest quarter of Section 23; thence North along said East line 360 feet, more or less, to a point which bears South 88°54'00" East of the true point of beginning; thence North 88°54'00" West 291 feet, more or less, to the true point of beginning.

RESERVING TO THE GRANTOR an exclusive easement 10' in width running North and South over the Easterly portion thereof for the purpose of inspecting, maintaining, repairing, and installing a water line of a size and kind and at a location thereon of grantor's choice.

Seller does further convey an individual one-half of such interest seller may have in a spring and catch basin facility and the right to the use and possession of said spring and water rights to be divided equally as water is available hereafter. Seller and purchasers agree that the maintenance, upkeep, repair and installation of refurbishing facilities shall be at the cost of purchasers until such time as seller may elect to make use of the water from said spring and thereafter the cost of any such repair, maintenance and refurbishing shall be borne equally by the parties and each to enjoy one-half of the available water therefrom.

PARCEL I

A PORTION OF TRACK NO. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at page 364 of BOOK J of MISCELLANEOUS RECORDS under Auditor's file no. 75656, records of SKAMANIA COUNTY, WASHINGTON; said real property being a portion of the West Half of the Northwest Quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, and more particularly described as follows:

Beginning at the Northwest corner of the said Tract No. 10, said Northwest corner being North $00^{\circ}36'09''$ east 1,595.43 feet and South $89^{\circ}23'51''$ East 659.33 feet from the Southwest corner of the said Northwest Quarter of Section 23 as measured along the said West line of the Northwest Quarter and at a right angle from said West line; thence South $88^{\circ}54'00''$ East along the North line of said Tract no. 10 300 feet; thence South $00^{\circ}36'09''$ West 327.98 feet to the West line of said Tract no. 10; thence South $37^{\circ}54'33''$ East 67.63 feet to a 50.37 foot radius curve to the right thence along said 50.37 foot radius curve 21.94 feet to the true point of beginning; thence continuing along said 50.37 foot radius curve 89.32 feet to a 112.85 foot radius curve to the left; thence along said 112.85 foot radius curve 238.58 feet; thence South $32^{\circ}28'16''$ East 146.78 feet; thence South $68^{\circ}54'00''$ East 348 feet, more or less, to the East line of the said West half of the Northwest Quarter of Section 23, thence North along said East line 360 feet, more or less, to a point which bears South $88^{\circ}54'00''$ East of the true point of beginning; thence North $88^{\circ}54'00''$ West 291 feet, more or less, to the true point of beginning.

12148

REAL ESTATE EXCISE TAX

JUL 1 1955

PAID 2.00.00

JUL 1 1955

105487

BOOK 110 PAGE 249

FILED FOR RECORD
SKAMANIA CO. WASH
BY LYNDA J. OLSON

Jul 19 3 06 PM '88

L. Olson
AUDITOR REAL ESTATE CONTRACT
GARY M. OLSONDated: 7/19/88

1. SELLER, LYNDA J. OLSON, a single person, agrees to sell to the PURCHASERS, DAVID D. BLACKWELL and KELLY J. BLACKWELL, husband and wife in joint tenancy with right of survivorship, and the purchasers agree to buy from the sellers the following property located in Skamania County, State of Washington, and more particularly described as "Parcel II" attached hereto.

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Registered *2/20*Index, Dir *S*Index *S*Index *S*Index *S*

Glenda J. Kimmel, Skamania County Assessor

BY: *DM* Parcel # 2-6-23-2-105

Real Estate Contract
Page 1-A

thereto shall fully apply and the balance of \$6,500.00 shall bear interest at the rate of 12% per annum as hereinafter provided to be paid on the principal remaining due herein, with the monthly payments herein provided to be made increased by the sum of \$68.46 per month. PROVIDED HOWEVER, this option shall expire unless notice of the exercise thereof be given in writing to seller at seller's address hereinbelow appended, together with the payment of the \$1,000.00 above referenced on or before one year from date of execution of this agreement.

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Real Estate Contract
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6. IMPROVEMENTS -- All improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed.

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Real Estate Contract
Page Three

(a) Suit for Delinquencies. The Sellers may institute suit for any installment amount or other sums due and payable under this contract as of the date of the judgment and any sums which have been advanced by Sellers as of said date pursuant to the provisions of this contract, together with interest on all of said amounts at the default rate from the date of each such amount was advanced or due, as the case may be, to and including the date of collection;

(b) Acceleration. Upon giving the Purchasers not less than fifteen (15) days' written notice of its intent to do so (within which time any monetary defaults may be cured without regard to the acceleration), and if the default is in the nature of a failure to timely pay any principal, interest, insurance premium, tax, or other sum of money required to be paid herein or any failure to obtain any consent of the Sellers herein required for a conveyance of the Purchasers' title to the property, or if the Purchasers commit waste on the property, the Sellers may declare the entire unpaid balance of the purchase price and all interest then due thereon and the prepayment premium to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the Sellers pursuant to the provisions of this contract, and together with interest on all of said sums at the default rate from the due date or date of each such advance to and including the date of collection.

(c) Forfeiture and Repossession. The Sellers may cancel and render void all rights, titles and interest of the Purchasers and its successors in this contract and in the property (including all of Purchasers' then existing rights, interests and estates therein and timber, crops and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to R.C.W. 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Sellers record a Declaration of Forfeiture pursuant to R.C.W. 61.30.040-070. Upon the forfeiture of this contract the Sellers may retain all payments made hereunder by the Purchaser and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Purchasers and any person or persons having possession of the said property by, through or under the Purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the Purchasers, or such person or persons, shall be deemed tenants-at-will of the Sellers and the Sellers shall be entitled to institute an action for summary possession of the property, and may recover from the Purchasers, or such person or persons in any such proceedings, the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Sellers' reasonable attorneys' fees.

Real Estate Contract
Page Four

(d) Specific Performance. The Sellers may institute suit to specifically enforce any of the Purchasers' covenants hereunder, and the same may include redress by mandatory or prohibitive injunction.

(e) Receivership. The parties hereto recognize and agree that in the event of default by the Purchasers in making any payments or in the performance of any of the other terms and conditions of this contract, the period of time involved in repossessing the property, forfeiting this contract, or in obtaining possession of the property by judicial process could cause irreparable damage to the Sellers and to the property or the possible acceleration of the debts secured by the prior encumbrances. Therefore, the Purchasers hereby expressly agree that in the event of any default under this contract which is not cured, the Sellers shall have the right to apply to the Superior Court of the county in which the real property is situated for the appointment of a receiver under Chapter 7.60 of the Revised Code of Washington (or any chapter supplemental thereto) to take charge of and maintain control of, manage, farm, or operate the property, to evict tenants therefrom who are not then in compliance with their leases, to lease any portion or all of the property in the name of the Purchasers on such terms as the receiver may deem advisable, to make such alterations, repairs and improvements to the property as the receiver may deem advisable, and to receive all rents and income therefrom and issue receipts therefor, and out of the amounts that are so received, to pay all of the debts and obligations for which the Purchasers are liable hereunder prior to or during the period of the receivership, including, without limitation, payments on or for this contract, prior encumbrances, taxes, assessments, insurance premiums, utility bills and costs of operating, maintaining, repairing and managing the property. Any sums received by the receiver in excess of said amounts shall be retained by the receiver to discharge all remaining liabilities of the Purchasers under this contract until the entirety of such obligations have been satisfied, at which point any remaining excess shall be paid to the Purchasers without interest.

(f) Property Rental. In the event this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchasers and the Sellers, and the Purchasers shall thereafter remain in possession of the property beyond any period otherwise permitted by law, the Purchasers agree that they will occupy the property as tenants-at-will, and the Purchasers shall be obligated to pay, and hereby promise to pay, during the period of such tenancy-at-will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two (2) times the installment amount as and when provided for in the specific terms hereof, and the Sellers shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the State of Washington, the right to institute and maintain an action for summary possession of the property as provided by law.

Real Estate Contract
Page Five

11. PURCHASERS' REMEDIES -- In the event the Sellers should default in any of its obligations under this contract and such default continues for fifteen (15) days after the Purchasers give the Sellers written notice specifying the nature thereof and the acts required to cure the same, the Purchasers shall have the right to specifically enforce this contract, institute suit for its damages caused by such default, or pursue any other remedy which may be available to the Purchasers at law or in equity. ||

12. REMEDIAL ADVANCES -- If either party to this contract shall fail to timely pay and discharge any payments or sums for which it has agreed to be responsible herein and said failure constitutes a default under this contract, or shall by any other act or neglect violate the terms and any conditions of this contract or of any prior encumbrance, the other party hereto may pay, effect or discharge such sums as are necessary to cure such default. Upon affording the party required to make such payment not less than fifteen (15) days' prior written notice (except in any instance in which the Purchasers fail to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to person or property or any foreclosure of or a similar action against or affecting any portion of the property, in which cases such notice may be given concurrently with or immediately following such payment). The party making such payment may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including its reasonable attorneys' fees and together with interest on said expenditures and fees at the default rate from the date of expenditure to and including the date of collection or the due date of any sum against which such offset is affected.

13. CUMULATIVE REMEDIES; WAIVERS -- The remedies stated herein are cumulative and not mutually exclusive and the Sellers or the Purchasers may pursue any other further remedies to enforce their respective rights under this contract; provided however, except as provided in this contract with respect to the Purchasers' transfer of the property, the Sellers shall not have the right to accelerate the remaining balance of the purchase price in the event the Sellers elect to forfeit the Purchasers' interest in the property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security or that resort must first be taken against any particular security or any other person shall be asserted, and the Purchasers hereby expressly waive any legal or equitable rights that the Purchasers may have with respect to the marshaling of assets. The Sellers shall not be required to tender their deed or bill of sale as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due

Real Estate Contract
Page Six

date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

14. COSTS AND ATTORNEYS' FEES -- If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation), and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. In the event either party hereto institutes any action (including arbitration) to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees that are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

15. NOTICES -- Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in the specific terms of this contract. Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Sellers may change the address for payments, by designating the same to the other party hereto in the manner hereinabove set forth, and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective two (2) business days following the deposit thereof in the U.S. Mail, irresponsible of actual receipt of such notice by the addressee.

16. TIME OF PERFORMANCE -- Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

17. LEGAL RELATIONSHIPS -- The parties to this contract execute the same solely as a seller and a buyer. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of

Real Estate Contract
Page Seven

such party, and a default by any one or more of such persons shall be deemed a default on the party of the party with whom said person or persons are identified. No third party is intended to be benefited by this contract. Any married person executing this contract hereby pledges his or her separate property and marital communities in satisfaction hereof.

18. SUCCESSORS -- Subject to the restrictions contained herein, the rights and obligations of the Sellers and the Purchasers shall inure to the benefit of and be binding upon the respective estates, heirs, executors, administrators, successors, successors in trust and assigns; provided however, no person to whom this contract is pledged, or assigned for security purposes by either party hereto shall, in the absence of an express written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this contract, or any holder of any interest in the property, shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but except as otherwise required by law, no notices in addition to those provided for in this contract need be given.

19. APPLICABLE LAW -- This contract shall be governed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the real property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

20. ENTIRE AGREEMENT -- This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supercedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Sellers nor the Purchasers shall be liable to the other for any representations made by any person concerning the property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Purchasers and the Sellers subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands
 this 19th day of July, 19 88.

SELLERS:

Lynda J. Olson
 Lynda J. Olson

HC Route 2, Box 110
 (address)

Lyle, WA 98635

PURCHASERS:

David D. Blackwell
 David D. Blackwell

Kelly J. Blackwell
 Kelly J. Blackwell
 MP 29R Skamania Landing Road
 (address)

Skamania, WA 98648

Real Estate Contract
Page Eight

STATE OF WASHINGTON)

: ss.

County of SKAMANIA)

This is to certify that on this day personally appeared before me

-----LYNDA J. OLSON, A SINGLE PERSON-----

to me known to be the individual(s) 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 19th day of July,
1988.



Shirley Ann [illegible]
NOTARY PUBLIC in and for the State of

WASHINGTON

residing at STEVENSON

MY COMMISSION EXPIRES SEPT. 01, 1989

SCHEDULE C

The land referred to in this policy is situated in the State of Washington
County of Skamania

and is described as follows:

PAGE II

A portion of Tract No. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at Page 364 of Book J of Miscellaneous Records under Auditor's File No. 75656, Records of Skamania County, Washington; said real property being a portion of the West half of the Northwest quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, and more particularly described as follows:

Beginning at the Northwest corner of said Tract No. 10, said Northwest corner being North $00^{\circ}36'09''$ East 1,595.43 feet and South $89^{\circ}23'51''$ East 659.33 feet from the Southwest corner of said Northwest quarter of Section 23 as measured along the said West line of the Northwest quarter and at a right angle from said West line; thence South $88^{\circ}54'00''$ East along the North line of said Tract No. 10, 300 feet; thence South $00^{\circ}36'09''$ West 327.98 feet to the West line of said Tract No. 10; thence South $37^{\circ}54'33''$ East 67.63 feet to a 50.37 foot radius curve to the right; thence along said 50.37 foot radius curve 21.94 feet to the true point of beginning; thence continuing along said 50.37 foot radius curve 89.32 feet to a 112.85 foot radius curve to the left; thence along said 112.85 foot radius curve 238.58 feet; thence South $32^{\circ}28'16''$ East 146.78 feet; thence South $68^{\circ}54'00''$ East 348 feet, more or less, to the East line of the said West half of the Northwest quarter of Section 23; thence North along said East line 360 feet, more or less, to a point which bears South $88^{\circ}54'00''$ East of the true point of beginning; thence North $88^{\circ}54'00''$ West 291 feet, more or less, to the true point of beginning.

RESERVING TO THE GRANTOR an exclusive easement 10' in width running North and South over the Easterly portion thereof for the purpose of inspecting, maintaining, repairing, and installing a water line of a size and kind and at a location thereon of grantor's choice.

Seller does further convey an individual one-half of such interest seller may have in a spring and catch basin facility and the right to the use and possession of said spring and water rights to be divided equally as water is available hereafter. Seller and purchasers agree that the maintenance, upkeep, repair and installation of refurbishing facilities shall be at the cost of purchasers until such time as seller may elect to make use of the water from said spring and thereafter the cost of any such repair, maintenance and refurbishing shall be borne equally by the parties and each to enjoy one-half of the available water therefrom.

PARCEL I

A PORTION OF TRACT NO. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at page 364 of BOOK J of MISCELLANEOUS RECORDS under Auditor's file no. 75656, records of SKAMANIA COUNTY, WASHINGTON; said real property being a portion of the West Half of the Northwest Quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, and more particularly described as follows:

Beginning at the Northwest corner of the said Tract No. 10, said Northwest corner being North $00^{\circ}36'09''$ east 1,595.43 feet and South $89^{\circ}23'51''$ East 659.33 feet from the Southwest corner of the said Northwest Quarter of Section 23 as measured along the said West line of the Northwest Quarter and at a right angle from said West line; thence South $88^{\circ}54'00''$ East along the North line of said Tract no. 10 300 feet; thence South $00^{\circ}36'09''$ West 327.98 feet to the West line of said Tract no. 10; thence South $37^{\circ}54'33''$ East 67.63 feet to a 50.37 foot radius curve to the right thence along said 50.37 foot radius curve 21.94 feet to the true point of beginning; thence continuing along said 50.37 foot radius curve 89.32 feet to a 112.85 foot radius curve to the left; thence along said 112.85 foot radius curve 238.58 feet; thence South $32^{\circ}28'16''$ East 146.78 feet; thence South $68^{\circ}54'00''$ East 348 feet, more or less, to the East line of the said West half of the Northwest Quarter of Section 23; thence North along said East line 360 feet, more or less, to a point which bears South $88^{\circ}54'00''$ East of the true point of beginning; thence North $88^{\circ}54'00''$ West 291 feet, more or less, to the true point of beginning.

12148

HEALSTATE EXCISE TAX

PAID 209.00

J. J. G. G. G.