

AFTER RECORDING, RETURN TO:

Ms. Lindol Sampson
4 Box Canyon Road
Goldendale, WA 98620

BOOK 111 PAGE 572

106094

REAL ESTATE CONTRACT

DATED: October 1, 1988

SELLER, LINDOL L. SAMPSON, a widow, HEREBY AGREES TO SELL TO PURCHASER AND PURCHASER, TERRY SAMPSON, a single man, hereby agrees to purchase, the following described real property lying and being in SKAMANIA COUNTY, State of Washington, more particularly described as follows:

Lots Two, Three and Four of Block Three of BOYD & WILKINSON'S ADDITION TO THE TOWN OF CARSON, according to the duly recorded plat thereof records of said county, subject to the usual easements and restrictions of record and those visually apparant.

Seller shall have 60 days from date hereof to remove her personal property and none goes with this sale.

PURCHASE PRICE: The purchase price shall be the sum of Eight Thousand Dollars which purchaser agrees to pay in equal monthly installments of Two Hundred Dollars Each commencing on this date and each month hereafter.

Purchasers agree to pay a late payment penalty of five per cent (5%) of any and all payments hereinabove called for to be made which are postmarked or delivered to seller(s) more than ten days after the due date. The principal shall bear no interest but if the monthly payments or any one of them called for to be made are late by more than thirty days at any time then the entire balance of the purchase price shall bear interest at 10 per cent per annum ever thereafter.

2.1 FIRE INSURANCE --- Purchasers agree to keep and maintain in full force and effect at purchasers' expense a policy of fire insurance in the full insurable value of all improvements situate upon the above described premises with a loss payable clause endorsed thereon directing payment of the proceeds of any loss in the names of these parties as their interests may then appear.

12343

RECORDER'S NOTE: PORTIONS OF
THIS DOCUMENT POOR QUALITY
FOR FILING

Registered S
Indexed, Dit S
Indirect S
Filed
Mailed

REAL ESTATE EXCISE TAX

NOV 1 1988

PAID 107.20

Shel Deputy
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
By: Dr. Parcel # 3-8-29-2-1-2000

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

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:

(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.

(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 an 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

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

such party, and a default by any one or more of such persons shall be deemed a default on the part 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 13 day of September, 1988.

SELLERS:

Lindol Sampson
4 Boy Canyon Road
Goldendale, WA 98020
(address)
(509) 773-3140

PURCHASERS:

Tony Sampson # 534-76-7033
CARSON WASH. BOX
(address)
61 128610

BOOK 111 PAGE 579
FILED FOR RECORD
SKAMANIA CO. WASH
BY RDSS PAKOW

Real Estate Contract
Page Eight

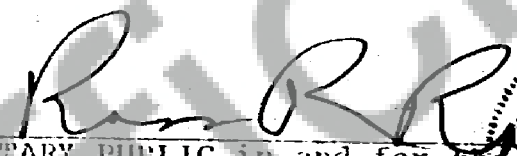
Nov 1 1 00 PM '88
A. New, Dep.
AUDITOR
GARY M. OLSON


STATE OF WASHINGTON)
County of KICKITAT) : ss.

This is to certify that on this day personally appeared before me
LINDOL L. SAMPSON, a widow

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 28th day of September,
1988


NOTARY PUBLIC in and for the State of
Washington
residing at Goldendale



RECORDER'S NOTE: PORTIONS OF
THIS DOCUMENT POOR QUALITY
FOR FILMING