

REAL ESTATE CONTRACT

W I T N E S S E T H:

Section 1. DESCRIPTION OF PROPERTY CONTRACTED TO BE SOLD:
In consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyer and the Buyer agrees to purchase from the Sellers, the following described real estate in Skamania County, Washington, to-wit:

Section 2. PURCHASE PRICE AND PAYMENTS: The purchase price for said real estate is the sum of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00), of which the Buyer has this day paid the sum of \$1,000.00 as down payment, receipt of which is hereby acknowledged by Sellers. The balance of \$8,000.00 shall be paid in monthly installments as follows: The sum of \$170.00 or more, at Buyer's option, on or before the 5th day of November, 1988, and the sum of \$170.00 or more, at Buyer's option, on or before the 5th day of each month thereafter until the full balance of principal and interest has been paid. All payments shall include interest on the unpaid balance from time to time at the rate of ten (10%) percent per annum computed from the date of this contract, and continuing until said balance of principal and interest has been paid in full.

Buyer reserves the right to pay the balance on this contract in full at any time without penalty. It is further agreed if Buyer shall fail to pay any monthly installment by the 25th day of the month in which it is due, then there shall be added to such installment a late charge of \$15.00.

Section 3. POSSESSION: Buyer shall be entitled to possession of the premises contracted to be sold from and after the date of this contract during his full and proper performance of of this contract.

Section 4. ADVANCES: It is understood and agreed that in the event the Buyer fails or neglects or refuses to pay any taxes, assessments, or any other lawful charge against said property, the Sellers may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Buyer to the Sellers upon demand with interest thereon from each respective date of advancement until repaid, at the rate of twelve (12%) percent per annum.

Section 5. PREPAID TAXES: The 1988 real estate taxes have been paid by Sellers and shall inure to the benefit of Buyer without proration.

Section 6. BUYER'S COVENANTS: Buyer covenants and agrees as follows:

(a) To make the payments above mentioned in the manner and on the dates named.

(b) To pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property, or the improvements thereon by fire, or from any other cause. *Revised S*

Registered \$
Inmate's air \$
Food \$
Fined
Marked

Glenda J. Kimmel, Skamania County Assessor, 1900
By: *Dan* Parcel # 2-7-30-1-1-1500 \$

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(c) To make or permit no unlawful or offensive or improper use of said property or any part thereof.

(d) To keep the said property at all times in as good condition as the same now is, reasonable wear and tear excepted.

(e) To permit the Sellers or their agents to enter into or upon the said property at any reasonable time to inspect the same.

(f) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind, which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyer in this contract.

(g) Not to permit or suffer any part of said property to become subject to any assessment, liens, charge or encumbrances whatsoever, having or taking precedence over the rights of the Sellers in and to said property.

Section 7. DEED AND TITLE INSURANCE: Sellers agree to execute and deliver to Buyer within thirty (30) days after final payment on this contract, a Warranty Deed conveying said property to the Buyer free and clear from all encumbrances except those mentioned herein and except taxes, liens or other encumbrances placed or suffered by Buyer or his successors.

The Sellers are at this time procuring and delivering to Buyer a Purchaser's Policy of Title Insurance in standard form, insuring the Buyer to the full amount of said purchase price against loss or damage by reason of defect in Sellers' title to said real estate as of the date of closing, and containing no exceptions other than the following:

(a) Printed general exceptions appearing in said policy form.

(b) Liens or encumbrances which by the terms of this contract the Buyer is to assume, or as to which the conveyance hereunder is to be made subject.

Section 8. CHANGE IN TITLE OR OCCUPANCY: The rights to purchase granted by this Real Estate Contract are personal to the Buyer, and Sellers' reliance upon Buyer's ability and integrity is a part of the consideration for this contract. Neither this contract, nor any interest herein, nor the possession of the property may be assigned or transferred by Buyer, nor shall Buyer make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of the Sellers. Any attempt at assignment, sale or transfer of any interest, including possession, by Buyer in violation of the foregoing provisions may, at Sellers' option, be deemed a default by Buyer and Sellers may, at Sellers' option, declare the remaining contract balance, accrued interest and any other sums owing by Buyer to Sellers hereunder, immediately due and payable.

Section 9. FORFEITURE: Time is of the essence of this contract and if the Buyer shall fail, refuse or neglect to pay either or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyer to be performed, then the Sellers may cancel and render void all rights, titles and interests of the Buyer and his successors in this contract and in the real estate which is the subject of this contract by

giving a Notice of Intent to Forfeit pursuant to RCW 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 RCW 61.30.040-070. Upon the forfeiture of this contract, the Sellers may retain all payments made hereunder by the Buyer and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Buyer and any person or persons having possession of the said property by, through or under the Buyer who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Buyer or any person or persons claiming by, through or under the Buyer 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 Buyer, 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 Buyer 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 Sellers' reasonable attorney's fees.

Section 10. OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Buyer, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyer, are independent of the covenant to make a deed.

Or Sellers may, in the event of such default, at their election declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

Or Sellers may, in the event of such default, at their election pursue any other remedy available to them under the laws of the State of Washington.

It is agreed that any such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

Section 11. COURT COSTS AND ATTORNEY'S FEES: In any action by the Sellers to procure an adjudication of the termination of Buyer's rights under this contract or to recover any intermediate overdue installments or any advances repayable to Sellers, or in any action to recover the unpaid balance on this contract or to enforce any other rights of Sellers hereunder, Buyer agrees to pay the expenses of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fees.

Section 12. REPRESENTATIONS: Buyer has inspected the property sold herein and has found the same to be to his satisfaction and he agrees that no promises, representations, statements or warranties, expressed or implied, shall be binding on the Sellers unless expressly contained herein. Buyer expressly acknowledges that he has placed no reliance whatever upon any representations not expressed in this contract.

Section 13. WAIVER: No assent, expressed or implied, by Sellers to any breach of Buyer's covenants or agreements shall

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be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate this 25th day of October, 1988.

Paul Liedtke
Paul Liedtke

Kevin B. Richey
Kevin Richey

Florence Liedtke
Florence Liedtke

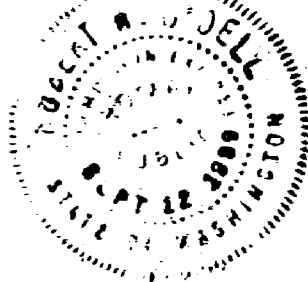
SELLERS

BUYER

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me PAUL LIEDTKE and FLORENCE LIEDTKE, 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 25th day of October, 1988.



Robert D. Bell
Notary Public in and for the State of
Washington, Residing at Camas
My appointment expires: 9-22-91

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

Nov 2 11 25 AM '88
AUDITOR
GARY H. OLSON

12347

REAL ESTATE EXCISE TAX
NOV 2 1988

PAID 120.60
Jan. D. [Signature]
SKAMANIA COUNTY TREASURER