

E.B.L.

REAL ESTATE CONTRACT

D.M.L.

THIS AGREEMENT, Made and entered into this 1st day of JANUARY, 1989
~~November~~
 by and between Edward & Grace Lane (Husband and Wife)
 hereinafter called the Seller, residing in the City of Vancouver, State of Washington,
 and Daniel & Barbara Lane (Husband and Wife)
 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:

FILED FOR RECORD
 SKAMANIA CO WASH
 BY *Glenda J. Kimmel*

JAN 18 2 20 PM '89

See Attached Legal Description
 AUDITOR
 GARY M. OLSON

12481
 REAL ESTATE EXCISE TAX
 JAN 13 1989
 PAID 265.14
J. Deputy
 SKAMANIA COUNTY ASSESSOR

situated in Skamania County, State of Washington, on the following terms: the total purchase price is Fifty-seven thousand one hundred Dollars (\$ 57,100.00) of which the sum of NONE Dollars (\$) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of Fifty-seven Thousand one hundred Dollars (\$ 57,100.00) to be paid in the amounts and at the times stated as follows:

Monthly payments of a minimum of \$613.62 for a term of 15 years which is principal and interest at 10% per annum. This payment will be due in two installments each month of \$306.81 paid thru payroll deduction at LaCamas Credit Union.

with interest on all deferred payments, to be computed from the date of this agreement at the rate of _____ per cent per annum and to be paid on each principal paying 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 23 day of November 1988, 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 Fifty-seven thousand Dollars (\$ 57,000.00). 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 10 per cent per annum 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.

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

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Glenda J. Kimmel, Skamania County Assessor
 By: 1/18/89 Parcel # 01-05-10-00-0301

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 the 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:

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 LaCamas Credit Union

It is further agreed that:

1. The Buyers have exclusive water rights with no obligation to any other land owners.
2. The sellers stipulate as per this document that in the event of death of either or both they contract continues into their estate to be paid as per this contract, without any family intervention in this payment of the contract.

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

Daniel M Lane
Purchaser
Barbara C. Lane

Edward B. Lane
Seller
Grace M. Lane

STATE OF WASHINGTON,

County of CLARK

} ss.

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 15th day of DECEMBER, 1988 personally appeared before me Edward Lane, Grace Lane, Daniel Lane and Barbara Lane

to me known to be the individuals 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 signed by a corporation, attach corporate acknowledgment.)
Notary Public in and for the State of Washington, residing at Wahongal, WA

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. Said assignee hereby assumes and agrees to fulfill the terms and conditions of said real estate contract.

Dated this _____ day of _____, 19_____

Assignee(s) _____ Assignor(s) _____

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 _____

and said assignee(s) hereby assume(s) and agree(s) to be bound by the terms and conditions of said real estate contract.

Dated this _____ day of _____, 19_____

Assignee(s) _____ Assignor(s) _____

(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 _____

106431

BOOK 112 PAGE 517

DESCRIPTION
SK-12355

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH,
RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE COUNTY ROAD DESIGNATED AS STATE
HIGHWAY NO. 8 ON JUNE 17, 1919, AS CONVEYED TO ALECK MARTELLI BY DEED RECORDED AT
PAGE 336 OF BOOK "R" OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

AND EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THAT CERTAIN COUNTY ROAD KNOWN
AND DESIGNATED AS CAPE HORN CUTOFF ROAD.

AND EXCEPT THAT PORTION CONVEYED TO KEITH D. JOHNSON AND WANELL JOHNSON, HUSBAND
AND WIFE, IN BOOK 77 OF DEEDS, PAGE 716, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE
5 EAST OF THE WILLAMETTE MERIDIAN, EXCEPTING THAT PORTION THEREOF LYING EASTERLY OF
THE COUNTY ROAD DESIGNATED AS ST. HIGHWAY NO. 8 ON JUNE 17, 1919, AS CONVEYED TO
ALECK MARTELLI BY DEED RECORDED AT PAGE 336 OF BOOK "R" OF DEEDS., AND ACCEPTING THAT
PORTION LYING WESTERLY OF THAT CERTAIN COUNTY ROAD KNOWN AND DESIGNATED AS CAPE HORN
CUTOFF RD.; THENCE NORTH ALONG SAID CAPE HORN CUTOFF ROAD 500 FEET; THENCE IN AN
EASTERLY DIRECTION TO A POINT DIRECTLY NORTH OF THE WESTERLY RIGHT OF WAY OF STATE
HIGHWAY NO. 120; THENCE SOUTH 550 FEET; THENCE WEST TO THE POINT OF BEGINNING.

now being Hwy # 8 is now Hwy 140 and
Cape horn cutoff road is Salmon falls Rd.

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