

REAL ESTATE CONTRACT

1. Sellers, Clarence Rudhe and Harriet Rudhe agree to sell to Purchasers, John A. Dunoven and Gail E. Dunoven, and purchasers agree to buy from sellers, the following real property in Skamania County, Washington:

Lots 1 and 2 of Rudhe Tracts, located in Section 27, Township 3 North, Range 8 East of the Willamette Meridian, County of Skamania.

2. **PURCHASE PRICE.** The total purchase price for both lots is Fifteen thousand dollars (\$15,000), of which Ten thousand dollars (\$10,000) has been paid, receipt being acknowledged. Purchasers agree to pay the remaining balance of Five thousand dollars (\$5,000), together with interest on deferred balances at the rate of 7% per annum from September 1, 1989 as follows:

1. Monthly installments of \$99.01 each, including interest at the rate of 7% per annum.
2. The term of this contract shall be five (5) years.
3. All payments shall be made at the place designated by the sellers.
4. The first installment is payable on or before the 1st day of September 1, 1989, and subsequent payments on the first day of each month thereafter.

3. **POSSESSION.** Purchasers shall be entitled to possession of the property on August 1, 1989.

4. **PREPAY PRIVILEGES.** Buyers shall have the privilege of increasing any installment or prepaying (in whole or in part) the real estate contract without penalty; provided that no additional payments shall be credited as regular future payments nor excuse buyers from making the regular installments provided for in this contract.

5. **ASSESSMENTS AND TAXES.** Purchasers shall pay before delinquency all taxes, assessments, water rents or water assessments, utility charges, and operation or construction charges not now delinquent, and all levied or assessed against the property and hereafter falling due, except that real estate taxes for year 1989 shall be prorated. In the event any taxes, assessments, rents, or charges to be paid by purchasers are paid by sellers, purchasers shall promptly reimburse sellers.

6. **ASSIGNMENT OR TRANSFER.** The purchasers shall not assign this contract without the written consent of the sellers. The sellers shall not unreasonably withhold such consent, and, once given, such consent shall not waive the requirements of this paragraph as to any subsequent assignment of this contract.

7. **DEED.** When purchasers has 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.

8. **REMEDIES.** Time is of the essence of this contract. If the purchasers fails to make any payment or perform any obligation hereunder, sellers shall be entitled to exercise all rights and remedies as allowed by law or equity.

Registered *h*
 Indexed, Vir *h*
 Indirect *h*
 Filmed *h*
 Marked *h*

12935
 REAL ESTATE EXCISE TAX

JUG 9 1989

PAID 192.00

Dunova
 SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
 By: *Dunova* Parcel # 3-3-27-3-402-403

9. REPRESENTATIONS. Buyers certify that they have accepted and entered into this contract on the basis of their own examination and personal knowledge of the premises and their opinion of the value thereof; that no attempt has been made to influence their judgment and no representation as to the applicability of laws and regulations of any public authority affecting the premises and the use thereof, conditional or otherwise, has been made by sellers or by any agent of sellers, that no representations as to the condition or repair of said premises have been made by sellers or by any agent of sellers, that no agreement or promise to alter, repair, or improve said premises had been made by sellers or by any agent of sellers, and buyers take said property and the improvements thereon in the condition existing at the time of this agreement.

The sellers have been informed and hereby acknowledge that the firm of RONALD H. REYNIER is acting as the attorney for the buyers and is not in any manner representing the interest of the sellers or giving legal advice to sellers in connection with this contract of sale.

10. VENUE. If either party commences an action to enforce rights under this contract, venue of such action, at the option of sellers, shall lie in Skamania County, Washington.

11. ATTORNEYS' FEES-COSTS. In the event of a lawsuit between the parties to this contract, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorneys' fees and costs (including title and lien searches) either at trial or on appeal.

12. BINDING EFFECT. This agreement shall be binding upon and shall inure to the benefit of the legal representatives and property assigns and successors of the parties.

13. UTILITY EASEMENT. Seller hereby reserves a nonexclusive easement for waterline purposes, over and across the southern ten (10) feet of Lots 1 and 2 of the Rudhe Tracts.

14. FENCE. Buyer agrees to construct a line fence on the western boundary of Lot 1, commencing from the Southwest corner of Lot 1 and extending to the Northwest corner of Lot 1.

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT BEFORE SIGNING THE SAME.

DATED this 3rd day of August, 1989.

Clarence W. Rudhe
Harriet L. Rudhe
 CLARENCE AND HARRIET RUDHE
 Sellers

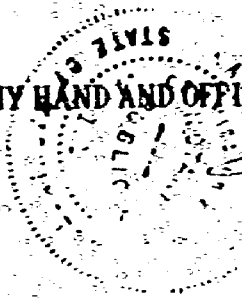
John A. Dunoven
Gail E. Dunoven
 JOHN A. AND GAIL E. DUNOVEN
 Purchasers

STATE OF WASHINGTON)
) ss.
 County of Skamania)

On this day, personally appeared before me CLARENCE RUDHE AND HARRIET RUDHE, husband and wife, and JOHN A. DUNOVEN AND GAIL E. DUNOVEN, husband and wife, to me known to be the parties 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.

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GIVEN UNDER MY HAND AND OFFICIAL SEAL this 3rd day of August, 1989



Nathy L. McKemie
Notary Public for Washington, residing at
Stevenson therein
My commission expires 1/1/93

FILED FOR RECORD
BY *J. H. Olson*
AUG 9 9 40 AM '89
CLERK
GARY M. OLSON