

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 25th day of November, 1988,
by and between Joseph Boynton (Country Manor Mobile Village)
hereinafter called the Seller, residing in the City of _____, State of _____
and William Benson & Del J. Benson (husband & wife)
hereinafter called the Purchaser, residing in the City of Cook, State of Wash

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

See attached

13312

REAL ESTATE EXCISE TAX

JAN 31 1990

PAID Exempt
W. L. Conwell
SHAMANIA COUNTY TREASURER

FILED FOR RECORD
SKALP WASH
BY Del J. Benson

JAN 30 4 22 PM '90
Del J. Benson

GARY L. OLSON
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Cmk 91605

situated in Shamania County, State of Washington, on the following terms: the
total purchase price is eleven thousand, seven hundred fifty dollars Dollars (\$ 11,753.00)
of which the sum of none Dollars (\$ - 0 -)
has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the
balance of _____ Dollars (\$ _____)
to be paid in the amounts and at the times stated as follows:

Balance to be amortized for nine (9) years from date with
equal monthly payments, including interest at the rate
of 7% per annum.

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with interest on all deferred payments, to be computed from the date of this agreement at the rate of 7 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 25th 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 _____ Dollars (\$ _____).

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 12 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.

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 and recorded notice to the Purchaser, and at the expiration of 90 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, and upon compliance with the provisions of R.C.W. 61.30, 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 or Seller's agent or attorneys in writing or which is known to the one giving notice.

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 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 14613 N.E. 165th Ave

Brush Prairie, Wn 98606

It is further agreed that:

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

Purchaser

William V Benson

Isel J Benson

STATE OF WASHINGTON,

County of

Snohomish

Seller

Country Manor Mobile Village

Joseph L. Boynton

ss.

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 29th day of December, 1989, personally appeared before me Joseph L. Boynton

William V Benson and Isel J. Benson to me known to be the individual S 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.

(This is a duplicate of the original and is not a separate acknowledgment.)



Notary Public in and for the state of

Washington

My appointment expires:

8-17-91

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 _____

My appointment expires: _____

That portion of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, Township 2 North, Range 5 E.W.M., lying westerly of a line 250 feet distant in an easterly direction from the easterly bank of the Washougal River at mean high water, and easterly of the center of the channel of the Washougal River.

TOGETHER WITH a non-exclusive reciprocal easement for ingress, egress and utilities over and across the following described tracts, to wit:

All that portion of the South Half of the Southeast Quarter of Section 26, Township 2 North, Range 5 East, Willamette Meridian, lying Northwestwardly of a line 250 feet distant in a Southeasterly direction from the Easterly bank of the Washougal River at mean high water.

AND ALSO that part of the East 900 feet of the Southeast Quarter of Section 27, Township 2 North, Range 5 East, Willamette Meridian, that lies Southeasterly of the center of the channel of the Washougal River and Northerly of a line 250 feet Southerly of and parallel with the South bank of the Washougal River.

ALSO a non-exclusive reciprocal easement for ingress, egress and utilities over and across the following described tracts, to wit:

A 30 foot tract lying Easterly of and adjacent to the following described line: Beginning at a point on the South line of the tract of land conveyed to the State of Washington, Department of Fisheries, dated June 3, 1954, and recorded June 16, 1954, at page 185, Book 38 of Deeds, Records of Skamania County, Washington, said point being 200 feet South and 850 feet East of the Northwest corner of said Section 23; thence South $45^{\circ} 20'$ West 290 feet; thence South $38^{\circ} 50'$ West 90 feet; thence South $09^{\circ} 20'$ East 170 feet; thence South 31° East 225 feet; thence South $15^{\circ} 40'$ West 270 feet; thence 05° South, East 480 feet; thence South $20^{\circ} 30'$ West 790 feet; thence South 02° East 515 feet; thence South 05° East 1,200 feet; thence South $01^{\circ} 40'$ West 870 feet to the end of said existing road.

A 30 foot tract lying Easterly of and adjacent to the following described line: Beginning at a point 30 feet East of the last described point on the above described line, thence West 30 feet more or less, to a point that is 100 feet East of the Easterly bank of the Washougal River at mean high water, said point being the True Point of Beginning hereof; thence Southerly, along a course parallel with and 100 feet Easterly from the Easterly bank of the Washougal River at mean high water, to an intersection with the South line of said Section 23 and the end of said line.

ALSO a non-exclusive reciprocal easement for ingress, egress and utilities over and across the Southerly 30 feet of the following described tract, to wit:

That portion of the Southeast Quarter of Section 27, Township 2, North, Range 5 East, Willamette Meridian, lying Northerly of a line 250 feet distant in a Southerly direction from the Southerly bank of the Washougal River and Southerly of the Channel of the Washougal River. EXCEPT the East 900 feet of the Southeast Quarter.

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THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTHERLY OF A LINE 250 FEET DISTANT IN A SOUTHERLY DIRECTION FROM THE SOUTHERLY BANK OF THE WASHOUGAL RIVER AND SOUTHERLY OF THE CHANNEL OF THE WASHOUGAL RIVER.

TOGETHER WITH a non-exclusive reciprocal easement for ingress, egress and utilities over and across the Easterly 30 feet of the following described tract, to wit:

That portion of the Northeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 5 East, Willamette Meridian lying Westerly of a line 250 feet distant in an Easterly direction from the Easterly bank of the Washougal River at mean high water, and Easterly of the center of the channel of the Washougal River.

ALSO a non-exclusive reciprocal easement for ingress, egress and utilities over and across the following described tracts, to wit:

All that portion of the South half of the Southwest Quarter of Section 26, Township 2 North, Range 5 East, Willamette Meridian, lying Northwesterly of a line 250 feet distant in a Southeasterly direction from the Easterly bank of the Washougal River at mean high water.

AND ALSO that part of the East 900 feet of the Southeast Quarter of Section 27, Township 2 North, Range 5 East, Willamette Meridian, that lies Southeasterly of the center of the channel of the Washougal River and Northerly of a line 250 feet Southerly of and parallel with the South bank of the Washougal River.

ALSO a non-exclusive reciprocal easement for ingress, egress and utilities over and across the following described tracts, to wit:

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A 30 foot tract lying Easterly of and adjacent to the following described line: Beginning at a point 30 feet East of the last described point on the above described line, thence West 30 feet, more or less, to a point that is 100 feet East of the Easterly bank of the Washougal River at mean high water, said point being the True Point of Beginning hereof; thence Southerly, along a course parallel with and 100 feet Easterly from the Easterly bank of the Washougal River at mean high water, to an intersection with the South line of said Section 23 and the end of said line.