

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 25th day of April, 1990, by and between LLOYD A. GOAD, Social Security No. [REDACTED], and NAOMI Z. GOAD, Social Security No. [REDACTED] husband and wife, hereinafter referred to as "Sellers", and HARLAN MC INTOSH, Social Security No. [REDACTED], and FLORA MC INTOSH, Social Security No. [REDACTED] husband and wife, hereinafter referred to as "Purchasers".

WITNESSETH:

Sellers agree to sell and Purchasers agree to purchase the following described real property situated in the County of Skamania, State of Washington, to-wit:

(SEE ATTACHED)

The aforesaid property is sold on the following terms and conditions:

1. Purchase Price and Terms. The purchase price of the above-described property is the sum of FORTY THOUSAND DOLLARS (\$40,000.00), payable as follows:

(a) Purchasers shall pay to Sellers the sum of \$5,000.00 cash on or before the 25th day of April, 1990.

(b) The remaining principal balance of \$35,000.00 shall be paid in monthly installments of \$401.75, or more at Purchasers' option, commencing on the 15th day of May, 1990, and shall continue on the same day of each month thereafter until paid in full. ~~A late charge of \$ [REDACTED] shall be assessed on any amount not received within ten (10) days of the date due for said monthly payment.~~ *JK*

(c) Interest on the remaining principal balance shall accrue at the rate of 10% per annum.

(d) Purchasers shall have the right to prepay this Contract, or any part thereof, without penalty.

2. Closing. As referred to in this Contract, the "date of closing" shall be on the 25th day of April, 1990.

3. Taxes and Assessments. The Sellers have paid the 1990 real estate taxes on the property identified above. Purchasers agree to pay before delinquency, all taxes and assessments as

REAL ESTATE CONTRACT -1-

REAL ESTATE EXCISE TAX

APR 27 1990

PAID 510.00

SKAMANIA COUNTY TREASURER

Registered *p*
Indexed *p*
Indirect *p*
Filed 5-8-90
Mailed

Recorded Book 118 Page 619
By 5227 Parcel # 2-5-34-502-

between the Purchasers and Sellers hereafter become a lien on said real estate after the date of closing, provided however, that all real property taxes accruing for the year 1990 shall be prorated between the parties as of the date of closing.

4. Warrant Fulfillment Deed. Upon the complete payment and performance of this Contract, Sellers covenant to execute and deliver to Purchasers a Warranty Deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this Contract. Sellers shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchasers subsequent to the date of this Contract.

5. Place of Payment. The Parties agree that this Contract shall be placed in escrow with Vancouver Federal Savings and Loan, Camas, Washington Branch, Attention Carol A. Lackey, and payment shall be made to Sellers. All fees and expenses of said escrow shall be paid by Sellers.

6. Risk Of Loss. After the date of closing, Purchasers assume all hazards of damage to any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the Sellers and applied as payment on the purchase price herein unless the Sellers elect to allow the Purchasers to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

7. Inspection. Purchasers agree they are familiar with the subject premises and that a full inspection of the premises has been made and that no warranties as to suitability of the premises for Purchasers' use have been made.

8. Standard of Care. It is understood that the property sold hereunder includes a residential structure (mobile home) and, unless otherwise agreed, Purchasers agree to care for and maintain said residential structure in a good and responsible manner. The standing timber on the property is not to be sold for profit or for any purpose except building and/or safety without the written permission of the Sellers.

9. Title Insurance. Sellers agree to deliver a Purchaser's policy of title insurance in standard form issued by First American Title Insurance Company of Clark County, insuring the Purchasers 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.

10. Possession. The Purchasers are already in possession of said real estate and shall retain possession so long as they are not in default hereunder.

11. Default and Remedies. TIME IS OF THE ESSENCE of each and every covenant, condition and stipulation contained in this Agreement and in the event Purchasers fail to make any payment precisely when due or breaches any term or provision of this Agreement, Sellers may, at their option, exercise any of the following alternative remedies:

(a) Suit for Delinquencies. Upon giving Purchasers thirty (30) days written notice specifying the default and the remedy to be exercised should Purchasers fail to cure all defaults at the expiration of the 30-day period, Sellers may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by Sellers for and the amount of any delinquencies for items such as assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.

(b) Specific Performance. Upon giving Purchasers thirty (30) days written notice specifying the default and the remedy to be exercised should Purchasers fail to cure all defaults at the expiration of the 30-day period, Sellers may institute suit to specifically enforce any of the Purchasers' covenants hereunder. The failure of Sellers to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this Contract by the Purchasers shall be deemed only an indulgence by the Sellers with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of Sellers to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the Sellers to utilize any particular remedy to enforce a breach of this Contract shall not preclude Sellers from electing to use an alternate remedy to enforce a subsequent breach. Any delay or failure of Sellers to take action upon default shall not be construed as a waiver of said default.

(c) Forfeiture. Sellers, may at their option, declare a forfeiture and cancellation of this Contract. Said forfeiture and cancellation shall be made pursuant to and in conformance with RCW Chapter 61.30 as may hereafter be amended. Upon forfeiture of this Contract all rights of Purchasers hereunder shall cease and terminate and Sellers shall be entitled to take possession of the property, and all payments made by Purchasers hereunder

shall be retained by Sellers in liquidation of all damages sustained by said default. Sellers, after complying with RCW Chapter 61.30 as said statute may be amended, may enter onto the property and take possession thereof and Purchasers shall immediately surrender possession. Should Purchasers pay Sellers an amount less than all sums required to reinstate the Contract, Sellers' acceptance of such sums shall not be deemed a waiver of any defaults or a reinstatement of the Contract, and any such sums shall be retained by Sellers as further liquidated damages should Purchasers remain in default in any respect after the notice of declaration of forfeiture is given pursuant to RCW Chapter 61.30.

12. Costs and Attorney Fees. If either party shall be in default under this Contract, the non-defaulting 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, including declaring of forfeiture and cancellation of this Contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorney 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, prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney 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.

13. Payment by Sellers. In the event that Purchasers shall fail to make any payment hereinbefore provided, Sellers may pay such taxes or assessments and effect such insurance, and any amount so paid by Sellers shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of twelve percent (12%) per annum until paid, without prejudice to any other rights of Sellers by reason of such failure.

14. Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either party to this Agreement shall be in writing and shall be deemed properly delivered, given, or served when personally delivered to the Purchasers or to the Sellers, to whom it is directed, or in lieu of such personal service, when

deposited in the United States mail, first class postage prepaid, addressed to the Purchasers at MP 129R Maher Mines Road, Washougal, WA 98671 or to the Sellers at 3534 NE 70th, Portland, OR 97213. Either party, the Purchasers or the Sellers, may change their address by giving written notice of such change to the other party in the manner provided herein.

15. Assignment. The Purchasers shall not, without the prior written permission of the Sellers, assign, convey or otherwise encumber any or all of the Purchasers' interests in this Real Estate Contract or the real property described herein. The Sellers shall not unreasonably withhold such consent.

16. Entire Agreement. All understandings and agreements between the parties heretofore made are merged in this Contract, which alone fully and completely expresses their agreement.

17. Severability. If any covenant or paragraph of this Contract is declared to be unenforceable by a court of law, the remainder of said paragraph shall be considered to be valid as though said unenforceable provision never existed.

18. Benefit. This Agreement shall be binding upon and insure to the Parties hereto and their legal representatives, successors and assigns.

19. Insurance. Purchasers covenant during the performance of this Contract, at his/her sole expense, to keep any and all insurable buildings on the property continually insured against fire and extended coverage through a policy or policies issued by a company or companies authorized to transact such insurance business in the State of Washington to the full insurable value of the same, with proceeds of such insurance payable to the parties herein as their interests shall appear. Such policies of insurance or other proof of such insurance shall be delivered to Sellers, and such policies shall contain an endorsement or other provisions to the effect that in the event of cancellation of such insurance, notice of such cancellation shall be furnished to Sellers by Certified Mail not less than ten (10) days prior to cancellation. In the event of an insurable loss on the payment of insurance proceeds to Sellers, then any sums so paid shall be credited upon the unpaid balance of this Contract, except that in the event of a partial loss, that proceeds of the insurance may, with Sellers' approval, be applied to the expenses of repair occasioned by any partial loss.

IN WITNESS WHEREOF, the parties hereto have signed this

instrument the day and year first written above.

FILED FOR RECORD
SKIPPED WASH
BY Lloyd Goad

APR 27 10 32 AM '90

P. Lowrey

G.A.S.

Lloyd A. Goad
LLOYD A. GOAD, Seller

Naomi Z. Goad
NAOMI Z. GOAD, Seller

Harlan McIntosh
HARLAN MC INTOSH, Purchaser

Flora McIntosh
FLORA MC INTOSH, Purchaser

STATE OF WASHINGTON)
COUNTY OF CLARK)

On this day personally appeared before me, Lloyd A. Goad and Naomi Z. Goad, husband and wife, to me known to be the individuals described herein, and acknowledged to me that they signed the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 25th day of _____, 1990.

Alicia L. Lowe
NOTARY PUBLIC in and for the
State of Washington, residing
at Vancouver
MY COMMISSION EXPIRES: 5-7-93

STATE OF WASHINGTON)
COUNTY OF CLARK)

On this day personally appeared before me, Harlan McIntosh and Flora McIntosh, to me known to be the individuals described herein, and acknowledged to me that they signed the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 25th day of _____, 1990.

Alicia L. Lowe
NOTARY PUBLIC in and for the
State of Washington, residing
at Vancouver
MY COMMISSION EXPIRES: 5-7-93

REAL ESTATE CONTRACT -6-

Legal Description
15643

The following described real property located in Skamania County, Washington, to-wit:

Beginning at the Southeast corner of the North Half of the South Half of the Northeast Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian; thence North $89^{\circ} 29' 03''$ West along the South line of said North Half of the South Half of the Northeast Quarter of the Southeast Quarter of said Section 34, 261.82 feet to the true point of beginning; thence continuing North $89^{\circ} 29' 03''$ West 479.85 feet; thence North $01^{\circ} 11' 36''$ East 328 feet, more or less, to the centerline of Mabee Mines County Road; thence Easterly along said road to a point which bears North $01^{\circ} 11' 36''$ East from the true point of beginning; thence South $01^{\circ} 11' 36''$ West parallel to the East line of said Southeast Quarter of Section 34, 472 feet, more or less, to the true point of beginning.-----

Including a mobile home, 1978 Broadmore 66/14; License No. 76680;
Vehicle Identification No. 381DFLIX810132285.