

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 10th day of October, 1990,
by and between Richard W. Balholm and Joan M. Balholm
hereinafter called the Seller, residing in the City of Vancouver, State of Washington,
and Mitchell J. Moore
hereinafter called the Purchaser, residing in the City of La Center, State of Washington.

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the annurtenances thereon to wit:
That portion of the South half of the Southwest Quarter of Section 22, Township 2 North, Range 6 East of the Willanette Meridian, described as follow: Beginning at a point on the South Line of the said South half of the Southwest Quarter of said Section 22; thence North 01 deg. 11'07" East parallel with the East line of said Southwest Quarter of the Southwest Quarter 450.01 feet; thence South 89 deg. 21'31" East parallel with the South line of said South half of the Southwest Quarter 468.68 feet to the center line of County Road No. 1014 designated as the Woodard Creek Road; thence following said center line along the arc of a 1,226.20 foot radius curve to the left (the incoming tangent of which is South 16 deg. 18'08" West) for an arc distance of 102.77 feet; thence leaving said center line (at a point 350 feet North 01 deg. 11'07" East of the South line of the said section 22) North 89 deg. 21'31" West parallel with said South line, 321.07 feet to the East line of the Southwest Quarter of the Southwest Quarter; thence South 01 deg. 11'07" West along said East line 350 feet to North 89 deg. 21'31" West along the South line of said section 22, 125.00 feet to the point of beginning.

situated in Skamania County, State of Washington, on the following terms; the total purchase price is Twenty four thousand seven hundred and ninety five dollars and four cents (\$24,795.04) of which the sum of Twenty four thousand seven hundred and ninety five dollars and four cents (\$24,795.04) has this day been paid by the Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of Twenty four thousand seven hundred and ninety five dollars and four cents (\$24,795.04) to be paid in the amounts and at the times stated as follows: \$250.00

On or before the 6th day of the month each month beginning October 6, 1990 until the purchase price shall have been fully paid.
Payments to be made at First Independent Bank, Vancouver, Washington

Paid	\$
Balance	\$
Total	\$
Date	10/26/90

with interest on all deferred payments, to be computed from the date of this agreement at the rate of 9% 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 6th day of October, 1990, 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 Twenty four thousand dollars (\$24,000.00) 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 9% 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 HEREBY WARRANTS THAT THE PURCHASER HAS RECEIVED ALL NECESSARY INFORMATION CONCERNING THE PROPERTY AND THAT THE PURCHASER HAS BEEN ADVISED OF ALL LIABILITIES AND ENCUMBRANCES AFFECTING THE PROPERTY AND THAT THE PURCHASER HAS AGREED TO ACCEPT THE PROPERTY IN THE CONDITION AND STATE AS SHOWN AND AS DESCRIBED IN THIS CONTRACT AND TO HOLD THE SAME AS A RISKY INVESTMENT.~~

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.

Glenda J. Kimmel, Skamania County Assessor
By: [Signature] Parcel # 2-0-22-604

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 First Independent Bank Vancouver,

Washington

It is further agreed that:

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

Mitchell Moore
Purchaser

Richard W. Balholm
Seller
Joan M. Balholm

STATE OF WASHINGTON,

County of Clark

ss.

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 10th day of October, 19 90, personally appeared before me Richard W. Balholm and Joan M. Balholm, Sellers, and Mitchell Moore, Buyer

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 expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(If seller is a corporation, attach corporate acknowledgment.)

Laird Hays
Notary Public in and for the state of Washington
My appointment expires 2/13/92

FILED FOR RECORD
SKAMIA WASH
BY Richard Balholm

OCT 19 11 00 AM '90

P. Lowry

GARY S. OLSON

139.11

REAL ESTATE EXCISE TAX

OCT 19 1990

Example
Notary