

REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of March, 1991, between
 AVARY SKAALHEIM, a single man, hereinafter called the "seller" and
 JAMES R. ANDERSON and KATRINA R. HANSEN, both single hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in Skamania County,
 Washington:

All of Lot 3 and the E½ of Lot 2 of SKAALHEIM TRACTS according
 to the official plat thereof on file and of record at page 143
 of Book A of Plats, Records of Skamania County, Washington.

On the following terms and conditions: The purchase price is Ten Thousand -----
 Five Hundred ----- (\$ 10,000.00) dollars, of which
 ----- (\$ 500.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The balance of the purchase price amounting to \$9,500.00 shall
 be paid in annual installments of \$500.00, or more, together
 with interest at the rate of 7% (seven per-cent) per annum
 which said installments shall become due and payable on March
 1, 1992, and on the 1st day of each March thereafter until the
 full amount of the purchase price shall have been paid.

FILED FOR RECORD
 SKAMANIA COUNTY WASH
 BY Bob Salvesen

MAR 4 10 00 AM '91

GARY H. OLSON

14156

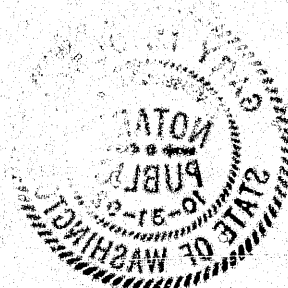
REAL ESTATE EXCISE TAX

MAR 04 1991

PAID 153.00

JW Deputy
 SKAMANIA COUNTY TREASURER

Registered ☒
 Indexed, w/r ☒
 Indirect ☒
 Filmed ☒
 Mailed ☒



The purchaser agrees: (1) to pay before delinquency ~~all payments of whatever nature, required to be~~
~~made upon or by virtue of said mortgage, or any~~ also all taxes and assessments which are above assumed by
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and
 also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation
 thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises
 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the
 purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the
 insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee;
 (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste;
 and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments ~~or any pay~~
~~ments required to be made on account of his mortgage~~, or to insure the premises as above provided, the seller
 may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid
 therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the
 rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

[illegible]

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on March 1, 1991, and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his 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 of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

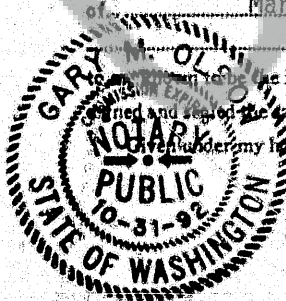
James R. Hansen (Seal)
James R. Hansen (Seal)
Kathleen R. Hansen (Seal)
Kathleen R. Hansen (Seal)

STATE OF WASHINGTON
County of Skamania

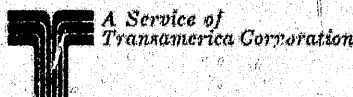
I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 1st day of March, 1941, personally appeared before me Avary Skaalheim

Notary Public in and for the State of New York
I, _____, do hereby certify that _____ he
signed and sealed the same as _____ his _____ free and voluntary act and deed, for the uses and purposes therein mentioned.
Given under my hand and official seal the day and year last above written.

Notary Public in and for the state of Washington,
residing at NORTH BONNEVILLE



Transamerica Title Insurance Co



Filed for Record at Request of

Name.....JAMES R. ANDERSON.....
Address.....P.O. Box 425.....
City and State.....STEVENSON WA 98648.....

THIS SPACE RESERVED FOR RECORDER'S USE.

CITY OF STEVENSON

P.O. BOX 371

STEVENSON, WASHINGTON 98648

PHONE (509) 427-5970

TO: WHOM IT MAY CONCERN

RE: REQUEST TO ADJUST BOUNDARY LINES IN LOT 1, 2, AND 3 OF
SKAALHEIM TRACTS A.K.A. TAX LOTS 3-7 1/2-36 BC 1903 AND
PART OF 1900.

DATE: MARCH 1, 1991

The City of Stevenson has reviewed the request for a boundary line adjustment requested by Avary Skaalheim in which Lot 2 of the Skaalheim tract is eliminated and the west half of Lot 2 is added to Lot 1 of the Skaalheim Tract and the east half of Lot 2 is added to Lot 3. That review was completed under RCW 58.17 Plats-Subdivisions-Dedication, Section .040 (6). The city has found that the proposed boundary adjustment (as described by the attached maps and legal description) does meet the conditions of RCW 58.17.040. Conditions that must be met are as follows:

- 1) The proposed boundary adjustment will not create any additional lot, tract, parcel, site, or division.
- 2) The proposed boundary adjustment will not create any lot, tract, parcel, site or division which contains insufficient area and dimension to meet minimum requirements of the City zoning and building codes.

Therefore the City of Stevenson has no objections to the proposed boundary adjustment as illustrated and described by the documents attached hereto.

Respectfully,

M.A. Duncan-Cole

M.A. Duncan-Cole
City Clerk/Treasurer