

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 18<sup>th</sup> day of July, 1990, by and between DONNA E. LUHR, a widow, hereinafter referred to as "Seller", and ~~MARK AND MELISSA BOGGART~~ <sup>BRUCE B. FORD</sup> a single person, husband and wife, hereinafter referred to as "Purchasers".

## WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchasers, and the Purchasers agree to buy of the Seller, all of the Seller's interest in the following described real property, hereinafter referred to as the "premises", upon the terms and conditions provided in this contract.

Description of premises: Situated at M.P. 1.30 Franz Road, Skamania, Washington 98648, and situated in the County of Skamania, State of Washington:

The Southwest Quarter of the Northwest Quarter of Section 33, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

TOGETHER WITH an easement for a road right of way across the Northeast Quarter of the Northwest Quarter of the said Section 33 as more particularly described in deed dated April 26, 1948, and recorded April 26, 1948, at page 31 of Book 32 of Deeds, Records of Skamania County, Washington.

ALSO TOGETHER WITH that certain 1979 Skyline Mobile Home, 60/24, Serial No. D1910759M, as stated in said Real Estate Contract.

Subject to easements recorded under Book 78, page 614 and under Book 41, page 181.

The terms and conditions of this contract are:

The purchase price of the premises is Eighty-one Thousand Five Hundred Nineteen Dollars (\$81,519.00), of which Thirteen Thousand Dollars (\$13,000.00) has been paid, the receipt of which is hereby acknowledged. The balance of the purchase price in the amount of Sixty-eight Thousand Five Hundred Nineteen Dollars (\$68,519.00), Purchasers agree to pay in monthly installments of Five Hundred Twenty-five Dollars (\$525.00), which

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SKAMANIA CO WASH

BY Donna Luhr

MAY 29 11 04 AM '92

P. Lowry  
GARY W. OLSON

14993 REAL ESTATE EXCISE TAX

MAY 29 1992

PAID 1043.44 + 239.99 + 208.69

Wol  
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor  
By 5-2992 Parcel # 02-06-33-00 0700 00  
440

includes interest at the rate of nine percent (9%) per annum, until paid in full, said payments to begin on the 10<sup>th</sup> day of August, 1990, and shall be payable directly to Seller. Permission is especially granted to Purchaser~~s~~ to make larger payments at any time, and interest shall immediately cease on all payments so made. Notwithstanding the above, the entire balance of principal and interest is due in full not later than August 1, 2000. Any additional assumed obligations are included in addendum.

The Purchaser~~s~~ are entitled to physical possession of the premises immediately upon the closing of this transaction.

The Purchaser~~s~~ agree to pay before delinquency all taxes and assessments which may, as between Seller and Purchasers, hereafter become a lien on the real estate; and Purchasers agree to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to Seller and for the benefit of the Seller or Purchaser~~s~~, as their interests may appear, and to pay all premiums therefor until the purchase price is fully paid, and to deliver to Seller the insurance policies, renewal and premium receipts.

Purchaser~~s~~ also agree to assume all hazards of damage to or destruction of any improvement now on said premises or hereafter to be placed thereon, and agree to keep the premises in good condition and repair and not to permit waste, and agree not to use the premises or any part thereof for any illegal ~~purpose~~. drug activity, MEB B.B.F.

In the event that the Purchaser~~s~~ shall fail to make any payment hereinbefore 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 eleven percent (11%) per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

Purchaser<sup>gll</sup> shall not ~~sign~~ this contract without the prior written consent of Seller. NEL  
BBF.

The Purchaser<sup>gll</sup> agree 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, on full payment of the aforementioned amount of Sixty-eight Thousand Five Hundred Nineteen Dollars (\$68,519.00) and interest in the manner hereinbefore specified, to execute and deliver to Purchaser<sup>gll</sup>, a "Statutory Warranty Deed" to the premises in question, together with any other documents to facilitate the transfer of Seller's interest in the hereinbefore mentioned premises.

Time is of the essence of this agreement. If the Purchaser<sup>gll</sup> 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 all of the Purchaser's rights hereunder terminated, and upon so doing, all payments made by the Purchaser<sup>gll</sup> 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 premises. Service of all demands and notices with respect to such declaration of forfeiture and cancellation may be made by certified mail at the following address;

M.P. O.18R YUCE Rd. WASHOUEK, WY 83671,  
or at such other address as the Purchaser<sup>gll</sup> shall indicate to the Seller in writing. If the Seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchaser<sup>gll</sup>' rights under this

contract, the Purchaser agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fees.

Or the Seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Purchasers, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the Purchaser, are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

In the event of the taking of any part of the premises for public use, or of the destruction of any of the improvements on the premises by fire or other casualty, all of the moneys received by the Seller by reason thereof shall be applied as a payment on account of the purchase price of the premises, less any sum which the Seller may be required to expend in procuring such money, or, at the election of the Seller, to the rebuilding or restoring of the premises.

Purchaser shall not cut any merchantable timber for resale with the exception of windfall downed trees and firewood without the prior written consent of Seller.

Purchaser also agree not to remove rock from premises for resale without the prior written consent of Seller.

IN WITNESS THEREOF, the parties hereto have signed this instrument on the day and year first above written.

SELLER:

Lanna E. Ford

PURCHASER:

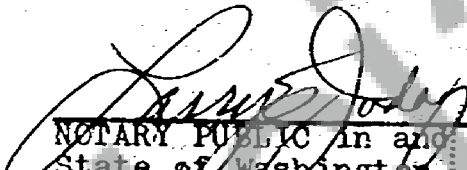
Bruce B. Ford



STATE OF WASHINGTON )  
:  
County of Skamania )

This is to certify that on this 18<sup>th</sup> day of July, 1990, personally appeared before me DONNA E. LUHR, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

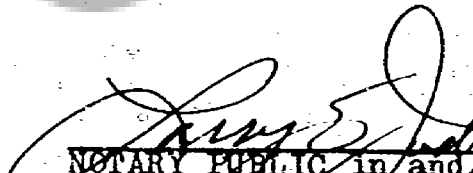
GIVEN under my hand and official seal the day and year last above written.

  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Vancouver  
therein.

STATE OF )  
:  
County of )

This is to certify that on this 18<sup>th</sup> day of July, 1990, personally appeared before me BRUCE B. FORD ~~MARK BOGGERI AND MELISSA ANN BOGGERI~~, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary acts and deeds 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 Vancouver  
therein.