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BOOK 130 PAGE 214
FILED FOR RECORD
SKAMANIA CO WASH
By *Floyd Hutchens*

AUG 14 5 52 PM '92

REAL ESTATE CONTRACT

G. Strong
GARY M. OLSON

1. **PARTIES AND DATE:** This Contract is entered into on 8-10, 1992, by and between FLOYD HUTCHENS and VETRA HUTCHENS, husband and wife, as "Sellers", and DONALD E. KENT and LANA KENT, husband and wife, as "Purchasers". *EOX*

2. **SALE AND LEGAL DESCRIPTION:** Sellers agree to sell to Purchasers and Purchasers agree to purchase from Sellers, the following described real property in Skamania County, Washington, to-wit:

LOT 1 of the FLOYD HUTCHENS SHORT PLAT, filed of record on the 24th day of June, 1992, in Book 3 of Short Plats, at page 210, records of the Skamania County Auditor,

TOGETHER WITH a 20' access and utility easement along the southerly boundary line of Lot #2 of said FLOYD HUTCHENS SHORT PLAT.

3. **RESERVATIONS:** *Sellers* *EOX FH* *EOX* Purchasers hereby reserve the right to all of the Christmas trees now growing upon the subject premises.

4. **PURCHASE PRICE:** Purchasers agree to pay a total purchase price of TWELVE THOUSAND and no/100 DOLLARS (\$12,000.00), of which \$1,124.30 has been made in the form of a downpayment, receipt of which is hereby acknowledged. The balance of said purchase price, to-wit: \$10,875.70 shall be paid in the following manner: in monthly installments of \$200.00, or more, the first payment of which shall be due and owing on the 10th day of August, 1992, with like payments thereafter on the 10th day of each and every month until such time as both principal and interest hereunder has been paid in full. The declining principal balance shall at all times bear interest at the rate of eight percent (8%) per annum.

5. **SPECIAL EXCEPTION:** It is agreed between the parties hereto that Purchasers may be allowed to miss up to six (6) of the monthly payments called for hereinabove per year. However, interest on any such payments shall continue to accumulate and shall be added to the unpaid principal balance of this Contract.

6. **PREPAYMENT PENALTY:** The Sellers agree that this contract may be paid off at any time without penalty.

7. **FULFILLMENT DEED:** Upon payment of all amounts due Sellers, Sellers agree to deliver to Purchasers a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchasers, if any, or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Sellers herein.

8. **POSSESSION:** Purchasers shall be entitled to possession of the property on August 10, 1992.

9. **TAXES, ASSESSMENTS AND UTILITY LIENS:** Purchasers agree to pay by the date due, all taxes and assessments becoming a lien against the property after the date of this Contract. Purchasers

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REAL ESTATE EXCISE TAX

AUG 14 1992

PAY 153.60

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SKAMANIA COUNTY TREASURER

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Indirect *p*
Filmed *8/25/92*
Mailed

may, in good faith, contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchasers agree to pay when due any utility charges which may become liens superior to Sellers' interest under this Contract.

9. INSURANCE: Purchasers agree to keep all buildings now or hereafter erected on the subject property continuously insured under fire and extended coverage policies in an amount not less than the balance due Sellers hereunder, or full insurable value, whichever is lower. Any such insurance policies shall include the Sellers as a named insured.

10. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS: If Purchasers fail to pay taxes or assessments, insurance premiums, or utility charges constituting liens prior to Sellers' interest under this Contract, Sellers may pay such items and Purchasers shall forthwith pay Sellers the amount thereof.

11. CONDITION OF PROPERTY: Purchasers accept the property in its present condition and acknowledge that Sellers have made no representations or warranties concerning the physical condition of the property for the uses to which it may be put other than as set forth herein. Purchasers agree to maintain the property in such condition as complies with all applicable laws.

12. RISK OF LOSS: Purchasers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchasers from any of Purchasers' obligations pursuant to this Contract.

13. WASTE: Purchasers shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

14. CONDEMNATION: Sellers and Purchasers may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchasers may within thirty (30) days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchasers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Sellers may direct.

15. DEFAULT: If the Purchasers fail to observe or perform any term, covenant or condition of this Contract, Sellers may:

(a) Suit for Installments. Sue for any delinquent periodic payment; or

(b) Specific Performance. Sue for specific performance of any of Purchasers' obligations pursuant to this Contract; or

(c) Forfeit Purchasers' interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (1) all right, title and interest in the

property of the Purchasers and all persons claiming through the Purchasers shall be terminated; (ii) the Purchasers' rights under this Contract shall be cancelled; (iii) all sums previously paid under this Contract shall belong to and be retained by the Sellers or other person to whom paid and entitled thereto; (iv) all improvements made shall belong to the Sellers; and (v) Purchasers shall be required to surrender possession of the property and improvements to the Sellers ten (10) days after the forfeiture.

(d) Acceleration of Balance Due. Give Purchasers written notice demanding payment of said delinquencies and Sellers' reasonable attorney's fees and costs incurred for services in preparing and sending such notice and stating that if payment pursuant to said notice is not received within thirty (30) days after the date said notice is either deposited in the mail addressed to the Purchasers or personally delivered to the Purchasers, the entire balance owing, including interest, if any, will become immediately due and payable. Sellers may thereupon institute suit for payment of such balance, interest, and reasonable attorney's fees and costs.

16. PURCHASERS' REMEDY FOR SELLERS' DEFAULT: If Sellers fail to observe or perform any term, covenant or condition of this Contract, Purchasers may, after thirty (30) days' written notice to Sellers, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

17. NON-WAIVER: Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

18. ASSIGNMENT: Purchasers shall not assign their interest in this Contract to any other person without first obtaining written consent of Sellers. Sellers shall not unreasonably withhold their consent.

19. ATTORNEY'S FEES AND COSTS: In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.

20. NOTICES: Notices shall be either personally served or shall be sent certified mail, return receipt requested by regular first class mail to Purchasers at 33 Henderson Road, Kyle, WA 98635, and to Sellers at MP 4.31 R Cook-Underwood Rd., Cook, WA 98605, or to such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed.

21. TIME FOR PERFORMANCE: Time is of the essence in performance of any obligations pursuant to this Contract.

22. SUCCESSORS AND ASSIGNS: Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Sellers and the Purchasers.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLERS:

Floyd Hutchens
FLOYD HUTCHENS
Vetra Hutchens
VETRA HUTCHENS

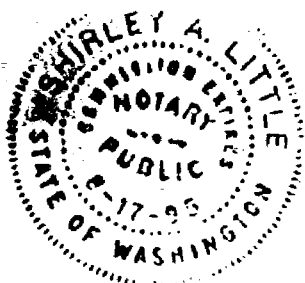
PURCHASERS:

Donald E. Kent
DONALD E. KENT
Lana C. Kent
LANA KENT

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that FLOYD HUTCHENS, VETRA HUTCHENS, DONALD E. KENT and LANA KENT, each personally appeared before me and signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned herein.

Dated: August 10, 1992.



Shirley A. Little
NOTARY PUBLIC in and for the State of Washington, residing at Stevenson
My appointment expires 8-17-95