

8/30/76

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between LEE D. MILLER and JOYCE M. MILLER, husband and wife, hereinafter referred to as "Seller", and DAVID C. LIVOLSI and ENID A. LIVOLSI, husband and wife, as joint tenants with right of survivorship, hereinafter referred to as "Purchaser",

W I T N E S S E T H :

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

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

All that portion of Government Lots 1 and 2 of Section 30, Township 3 North, Range 6 East of the Willamette Meridian, lying Westerly of the center line of the main channel of the Washougal River, TOGETHER WITH a non-exclusive easement for ingress and egress to and from the above described property 60 feet in width co-extensive with and subject to the terms and conditions of easements conveyed to the State of Washington, Department of Natural Resources, recorded in Book 50, at Page 62, together with the plat attached thereto and made a part thereof by reference, and to Norbert J. Kiedrowski, et al, recorded in Book 57, at Page 813, records of said County. The easement granted herein to include the right to use of the existing ford across the Washougal River and any bridge across the Washougal River which may hereafter be constructed on said easement way. SUBJECT to easements for ingress and egress 60 feet in width as conveyed to the State of Washington, Department of Natural Resources, and to Norbert J. Kiedrowski, et al, as referenced herein, and the rights of Seller and all others lawfully using said way. EXCEPT reserving to Seller, his heirs, and assigns, an easement for construction and anchor of one foot bridge across the Washougal River at any point along the above-described property bounded by the Washougal River and further reserving to the Seller, his heirs and assigns, an easement over and across that portion of the above-described property consisting of the bed of the Washougal River at and around the "swimming hole" for recreational purposes.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of SEVENTEEN THOUSAND THREE HUNDRED SEVENTY THREE AND 94/100 DOLLARS (\$17,373.94), of which Purchaser has paid to Seller the sum of THREE HUNDRED SEVENTY THREE AND 94/100 DOLLARS (\$373.94) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. Seller acknowledges receipt upon the execution of this contract of the additional sum of \$2,626.06 which represents pre-paid interest to be applied to the interest accruing as hereinafter prescribed at the rate of \$77.26 per month. The balance of the purchase price in the amount of \$17,000.00 shall be due and payable in monthly installments of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), or more at Purchaser's option, commencing on March 1, 1976 and continuing on the same day of each month

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thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from February 1, 1976, at the rate of twelve percent (12%) per annum for the first thirty-four (34) months of this contract and the interest rate shall thereafter be reduced to the rate of six and one-half percent (6-1/2%) per annum for the remainder of this contract. The monthly installments aforesaid, after credit, if applicable, for prepaid interest, shall first be applied to the interest accruing from month to month, and the balance credited to the principal.

2. ASSIGNMENT: Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber, or in any manner alienate his interest in this contract or in the property covered hereby, either in whole or in part, except with the prior written consent of the Seller, which consent the Seller covenants to not unreasonably withhold.

3. ASSESSMENT AND TAXES: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1975, and such taxes for 1976 shall be prorated between the parties as of February 1, 1976.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has inspected the real property herein bargained to be sold and is relying on no representations or warranties except as is expressed in this contract. Purchaser assumes the risk of loss or destruction of said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on February 1, 1976, and thereafter while this contract is otherwise performed, except that Seller reserves the right to enter the property at all reasonable times for the inspection of the same concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants to cut no timber nor trees on the property except with Seller's prior written consent, which consent Seller covenants to not unreasonably withhold. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Legal title to the property shall remain vested in Seller until the final payment and performance of this contract. Seller covenants to execute and deposit with Miller & Lahmann, Attorneys at Law, Camas, Washington, 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 with instructions to deliver the same to Purchaser upon the complete payment and performance of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract. Seller additionally warrants that the property herein described contains at least thirty (30) acres and agrees to a proportionate reduction in the contract price should it be determined at some future date that the property contains less than said acreage.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in the event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. A thirty (30) day notice of intent to declare a forfeiture shall be made by Seller in writing. Within the thirty (30) day period the Purchaser shall have the right to remove the grounds for forfeiture specified in the notice. Purchaser shall not be reinstated, however, until the Purchaser has paid to the Seller all reasonable and necessary expenses that Seller has incurred in the declaration and service of such notice, including a reasonable attorney's fee. Seller may, in the alternative, bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, the Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 10 day of February, 1976.

Lee D. Miller
Lee D. Miller

David C. Livolsi
David C. Livolsi

Joyce M. Miller
Joyce M. Miller

Enid A. Livolsi
Enid A. Livolsi

S E L L E R

P U R C H A S E R

STATE OF ALASKA }
County of _____ } ss.

On this day personally appeared before me LEE D. MILLER and JOYCE M. MILLER, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of February, 1976.



MILLER & SCHMANN
ATTORNEYS AT LAW
208 E. 5TH AVE.
JANUARY, WASHINGTON 99101
ALASKA LONG 411-TELEPHONE 624-0123

No. 3894 Notary Public in and for the State
of Alaska, residing at 1000 W. 10th Ave.
TRANSACTION EXCISE 700 Commission Expires: 11/9/78

MAR 8 1976
Amount Paid 173.20
Richard W. Miller
Shumate County Treasurer
By B. W. Miller

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me DAVID C. LIVOLSI, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of February, 1976.



David C. Livolsi
Notary Public in and for the State
of Washington, residing at Washougal

STATE OF OREGON)
) ss.
County of Washington)

On this day personally appeared before me ENID A. LIVOLSI, to me known to be the individual described in and who executed the within and 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 this 12th day of February, 1976.

Enid A. Livolsi
Notary Public in and for the State
of Oregon, residing at Portland
My Commission Expires: May 16, 1977

