

REAL ESTATE CONTRACT

SK-10100

This CONTRACT FOR THE SALE OF LAND executed this date between JAMES E. ROBSON and NADINE B. ROBSON, husband and wife, hereinafter referred to as "Seller", and RICHARD B. KIMBELL and CONSTANCE Y. KIMBELL, husband and wife, 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 the "property", upon the terms and conditions provided in this contract.

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

The Northeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian,

EXCEPT that portion thereof conveyed to Gertrude S. Ferguson by deed recorded at page 546 of Book 29 of Deeds, records of Skamania County, Washington, EXCEPT the East 565 feet thereof,

EXCEPT that portion thereof lying Southerly of the Northerly line of Washougal River Road (County Road No. 106) as conveyed to Skamania County by instrument recorded March 8, 1962 and re-recorded April 18, 1962, under Auditor's File Nos. 59602 and 59789, respectively. SUBJECT TO perpetual right of way in and over a portion of said premises for the purposes of electric transmission lines as granted to Northwestern Electric Company by instrument bearing date of July 29, 1940, and recorded under Auditor's File No. 29324, records of said County.

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 TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) of which Purchaser has paid to Seller the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$20,500.00 shall be due and payable in monthly installments of ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$180.00), or more at Purchaser's option, commencing on April 1, 1977, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full, PROVIDED HOWEVER, that Purchaser shall not pay on principal in the calendar year 1977 more than the sum of \$7,250.00. The declining balances of the purchase price shall bear interest from March 1, 1977, at the rate of eight and one-half percent (8-1/2%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month, and the balance credited to the principal. Payments to be made at banking institution of seller's option.

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 the property covered hereby, either in whole or in part except with the prior written consent of the Seller.

3. INSURANCE, ASSESSMENTS AND TAXES: Seller warrants that the real property taxes and assessments against the property are paid through the calendar year 1976, and such taxes and assessments for the current year shall be prorated between the parties as of March 1, 1977.

WILLIAM G. LAHMANN  
ATTORNEY AT LAW  
603 N. 3TH AVE.  
CLATSOP, WASHINGTON 98604  
CLATSOP COUNTY - TELEPHONE 624-5002

Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract, and the Purchaser covenants at his expense to keep the insurable buildings on the property insured at all times against fire and extended coverage to the full insurable value of the same, with proceeds of such insurance payable to the parties in interest regarding said property according to their respective interests therein. Such policies of insurance and the renewals of the same shall be delivered to the Seller. In the event of any insurable loss or damage to the property and the payment of insurance proceeds to Seller, then any sums so paid thereby shall be credited on the unpaid balance of this contract, except in event of a partial loss the proceeds of such insurance may, at Purchaser's election, be applied to the expense of repair occasioned by such partial loss.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to 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 March 1, 1977, and thereafter while this contract is otherwise performed, except that Seller reserves the right to enter upon 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, to commit no waste thereof, to keep the premises and improvements thereon in a clean and sanitary condition and in a good state of repair, and to refrain from performing any material alterations to the premises or the buildings thereon except with Seller's prior written consent. Purchaser covenants to seasonably pay all charges to said premises for repairs, utilities, improvements, and otherwise to the end that no liens for the same shall attach to said premises. In the event Purchaser shall fail or neglect to make any such payments for repairs, utilities, improvements, taxes, insurance or other charges which in the opinion of the Seller may attach as a lien to the premises, or if Purchaser shall fail to properly maintain or repair the premises or buildings thereon, then Seller may, at his election, make any such payments or perform any such repairs or maintenance, 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.

Upon the final payment and performance of this contract, Seller agrees to execute and deliver to Purchaser a warranty deed in statutory form conveying the legal title to the property as herein described and otherwise free of liens or encumbrances as of the date of this contract, but Seller shall not warrant against any such liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the execution of this contract. Seller further covenants to furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's rights in the property pursuant to this contract.

It is understood that Seller is now acquiring ownership of the property pursuant to an executory real estate contract, and Seller covenants to make all payments required thereby so that the property herein will be conveyed upon the final performance of this contract free and clear of such prior contract lien. If Seller shall neglect any such payment, then Purchaser may make the same and receive credit on

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6. TIMBER: Purchaser will cut no merchantable ~~timber on the~~ property except with Seller's prior written consent, and in ~~which event~~ the net proceeds of sale of said timber above the expense of ~~logging~~ shall be applied as an additional principal payment on this ~~contract~~.

7. **PERFORMANCE AND DEFAULT:** Time and exact performance on all things shall be of the essence of this contract. In event of default by Purchaser and the payment of the several sums herein provided or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. 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, then 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 hereinafter designate to Seller in writing.

IN WITNESS WHEREOF, the parties have executed this instrument  
this 14 day of July, 1977.

James E. Robson

Richard B. Kimbell

Nadine B. Robson

Constance Y. Kimbell

S E L L E R

P U R C H A S E R

STATE OF WASHINGTON )

SS.

County of Clark

On this day personally appeared before me JAMES E. ROBSON, NADINE B. ROBSON, RICHARD B. KIMDELL and CONSTANCE Y KIMBELL, 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 14 day of June, 1977.

Notary Public in and for the State  
of Washington, residing at

MILLER & LAHMANN  
ATTORNEYS AT LAW  
305 N.E. 8TH AVE.  
CANAD, WASHINGTON DC 2007  
CODE 206-TT2, BUHONK 354-5808

