

REAL ESTATE CONTRACT

SK-V003/

This CONTRACT FOR THE SALE OF LAND executed this date between DELLA B. MILLER, a widow, hereinafter referred to as "Seller", and FRED A. HAAG and JUDY A. HAAG, husband and wife, and THEODORE J. SHAW and PATRICIA L. SHAW, 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 Skamania County, State of Washington:

PARCEL A

That portion of the following described tract of land lying Southerly of Primary State Highway No. 14: COMMENCING at a point 208.7 feet South of the North-east corner of Section 19, Township 1 North, Range 5 E.W.M.; thence West 626.1 feet; thence North 208.7 feet to the North line of said Section 19; thence West along the North line of said Section 19 a distance of 1133.9 feet; thence South 1320 feet; thence East to the East line of said Section 19; thence North along the East line of said Section 19 a distance of 111.3 feet to the place of beginning, all in Skamania County, Washington;

PARCEL B

That portion of the following described tract of land lying Southerly of Primary State Highway No. 14; BEGINNING at the Northwest corner of Lot 1, Section 20, Township 1 North, Range 5 East of the Willamette Meridian; thence East 390 feet; thence South along a line parallel with and 390 feet East of the West line of said Government Lot 1, to the South line of said Lot 1; thence in a Southwesterly direction along the South line of said Lot 1 to the Southwest corner of said Lot 1; thence North along the West line of said Lot 1 to the place of beginning; EXCEPT a strip of land 100 feet in width being 50 feet in width on each side of the center line of the railroad of the Spokane, Portland and Seattle Railway Company as conveyed to said Company by deed dated November 7, 1905, recorded at page 256, Book "I" of Deeds. SUBJECT to easements and right of way over and across said property for telephone lines and electric transmission lines as reflected in instruments recorded under Auditor's File Nos. 41352 and 72992, 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 SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00) of which Purchaser has paid to Seller the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) upon the execution of this contract, the receipt

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ATTORNEYS AT LAW

213 N.E. 8TH AVE.

SPokane, WASHINGTON 99207

ATTORNEY TELEPHONE 234-2501

whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$6,000.00 shall be due and payable in monthly installments of SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00), or more at Purchaser's option, commencing on March 1, 1977, and continuing on the same day of each month 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, 1977, at the rate of seven and one-half percent (7-1/2%) 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.

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

3. 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.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on February 1, 1977, and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times 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 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 her election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at her election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser 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. 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.

5. 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 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 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 install-

ments or upon any payments made by Seller and repayable by ~~Purchaser~~ and the institution of any such action shall not constitute a ~~waiver~~ 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 ~~any~~ covenants or of any future breach of any terms of this contract.

In event Seller shall prevail in a legal or equitable ~~suit~~ 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 hereafter designate to Seller in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 2 day of March, 1977.

DELLA B. MILLER

S E L L E R

Fred A. Haag

Judy A. Haag

Theodore J. Shaw

Patricia L. Shaw

P U R C H A S E R

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me DELLA B. MILLER, FRED A. HAAG, JUDY A. HAAG, THEODORE J. SHAW and PATRICIA L. SHAW, 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 2 day of

March, 1977.

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

6200 1st Ave.