

REAL ESTATE CONTRACT

511-400
This CONTRACT FOR THE SALE OF LAND executed this date between MYRNO A. MADDEN and OLIVE MADDEN, husband and wife, hereinafter referred to as "Seller", and RICHARD HOOPER and DIANA M. HOOPER, husband and wife, hereinafter referred to as "Purchaser",

WITNESSETH:

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.

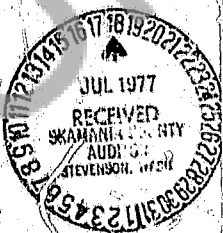
DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

The South 330 feet of the following described property:

The North half of the Southwest quarter of the Southeast quarter and the North half of the South half of the Southwest quarter of the Southeast quarter, of Section 8, Township 1 North, Range 5 East of the Willamette Meridian.

SUBJECT TO easements and rights of way for public roads and electric power transmission lines over and across the above described property as appearing of record.

SUBJECT TO real property taxes for the second half of 1977. It is acknowledged that the property herein is now designated as forest lands for real property tax purposes pursuant to RCW 84.33. Any compensating tax levied on the property by virtue of the within sale accrued to the date of this contract shall be the responsibility of the seller.



4903

No. 4903
TRANSACTION EXCISE T. X.

JUL 18 1977

Amount Paid 15000

Skamania County Treasurer
By *[Signature]*

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 FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), of which Purchaser has paid to Seller the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$13,000.00 shall be due and payable in monthly install-

ments of ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$125.00), or more at Purchaser's option, commencing on August 1, 1977, and continuing on the first 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 July 1, 1977, at the rate of eight percent (8%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month, and the balance shall be 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 first half of 1977. 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 July 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 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.

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 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 covenants 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 hereafter designate to Seller in writing.

6. ADDITIONAL COVENANTS:

(a) The interest of Purchaser in this contract shall not be assigned except with the first prior written consent of Seller.

(b) Seller agrees to furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

(c) It is understood that Seller is now purchasing the within property pursuant to the terms of a real estate contract bearing date of June 20, 1968, and recorded at Page 395 of Book 61 of Deeds, records of Skamania County, Washington, and Seller covenants to make all payments required by said contract to the end that the property herein will be conveyed upon the final payment of this contract free and clear of said earlier contract of Seller. If Seller shall neglect any payments required by his said contract, then Purchaser is privileged to make any payments required thereon in order to protect his interest in the property herein, and any sums so paid by Purchaser thereon shall be credited upon the monthly installments next coming due pursuant to the within contract.

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

Myrno A. Madden
 Myrno A. Madden

Olive Madden
 Olive Madden

SELLER

Richard Hooper
 Richard Hooper

Diana M. Hooper
 Diana M. Hooper

PURCHASER

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me MYLNO A. MADDEN and OLIVE MADDEN, 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 1 day of July, 1977.

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

THE FIRST OF MAY, 1915, PAID BY
 William C. Smith
 FOR Stamps
 AT Smith's Stamps Sept 18 1911
 HAS RECORDED IN BOOK 73
 AT PAGE 27
 RECORDS OF BISHANNA COUNTY, WASH.
Geo. W. Smith
 COUNTY AUDITOR
E. Smith
 DEPUTY

REGISTERED
INDEXED
RECORDED
COMPILED
MAILED

MILLER & LAHMANN
ATTORNEYS AT LAW
335 E. 5TH AVE.
CAMAS, WASHINGTON 98607
AREA CODE 206—TELEPHONE 834.8808