

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between HAROLD L. LUCAS and HELEN E. LUCAS, husband and wife, hereinafter referred to as "Seller", and ROGER A BLY and BETTY BLY, husband and wife, hereinafter referred to as "Purchaser",

W 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:

The East half of the Southwest quarter of the Southwest quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian.

TOGETHER WITH an easement for ingress, egress and public and private utilities, 20 feet in width, the South line of which is the South line of said Section 20, and extending from the Southwest corner of the tract herein conveyed West along said South line to the County road.

SUBJECT TO easement and right of way for access road as granted to the United States of America by deed bearing date of June 8, 1954, and recorded under Auditor's File No. 47431, records of said County.

SUBJECT TO easement and right of way for use of an existing logging road as granted to Miles I. Stevenson, et al, by deed bearing date of February 11, 1955, and recorded under Auditor's File No. 48243, records of said County.

SUBJECT TO the rights of Edith Glur to a water intake as disclosed by application for title insurance.

SUBJECT FURTHER TO easements and rights of way, if any, for public roads.

TOGETHER WITH the 1963 Universal mobile home, Motor Vehicle Identification No. UE1PDS11236, presently situated upon the aforesaid property.

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 THIRTY-FOUR THOUSAND AND NO/100 DOLLARS (\$34,000.00), of which Purchaser has paid to Seller the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$29,000.00 shall be due and payable in monthly installments of TWO HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$285.00), or more at Purchaser's option, commencing thirty (30) days after the date of this contract, 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 the date of this instrument 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.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid to date. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter

MILLER & LAHMANN
ATTORNEYS AT LAW
338 N.E. 5TH AVE.

CAMAS, WASHINGTON 98607
AREA CODE 206 - TELEPHONE 634-3502

levied on the property during the performance of this contract. Such real property taxes for the current year shall be prorated as of the date of this instrument.

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 the date of this contract 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. Purchaser specifically covenants to assume and pay the existing extension agreement with Public Utility District No. 1 of Skamania County calling for minimum monthly electrical charges of \$33.11 per month until November 4, 1979.

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. It is acknowledged that the property is now being purchased by Seller on an executory Real Estate Contract with Edin Properties Corporation, and Seller covenants to make all payments required thereby to the end that the property herein will be conveyed upon the final performance of this contract free and clear of such lien. If Seller shall neglect any such payments, then Purchaser is privileged to make the same to protect his interest and any sums so paid by Purchaser shall be credited upon the monthly installments next coming due pursuant to 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.

3-8-20-2-20

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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. It is acknowledged that the property is now being purchased by Seller on an executory Real Estate Contract with Edin Properties Corporation, and Seller covenants to make all payments required thereby to the end that the property herein will be conveyed upon the final performance of this contract free and clear of such lien. If Seller shall neglect any such payments, then Purchaser is privileged to make the same to protect his interest and any sums so paid by Purchaser shall be credited upon the monthly installments next coming due pursuant to this contract.

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In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to 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 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) Seller warrants that the timber on the above described property is free of liens, claims, or encumbrances except for the prior lien of seller's executory real estate contract above referenced, and such timber is conveyed as a part of this contract.

(b) Purchaser shall be privileged to pay, in full, the outstanding balance of this contract at any time without penalty.

(c) Seller agrees to transfer title to the above described mobile home to Purchaser upon the execution of this contract, retaining however, a security interest in said mobile home, the same to be indicated on the face of the re-issued title as provided by the laws of the State of Washington. Purchaser shall be privileged to sell said mobile home at any time at a price not less than the fair market value of the same. Seller agrees, upon any such sale, to release their security interest upon payment to them of the total proceeds of such sale for credit on the outstanding principal balance of this contract.

IN WITNESS WHEREOF, the parties have executed this instrument this 26 day of April, 1978.

Harold L. Lucas
Harold L. Lucas

Helen E. Lucas
Helen E. Lucas

Roger A. Bly
Roger A. Bly

Betty Bly
Betty Bly

SELLER

PURCHASER

STATE OF MONTANA)
) ss.
County of Flathead)

On this day personally appeared before me HAROLD L. LUCAS and HELEN E. LUCAS, 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 26th day of April, 1978.

Notary Public in and for the State of Montana,
Residing at Kodiak, Montana
My Commission Expires: 5/1/79

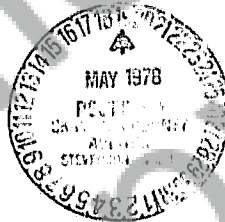
STATE OF WYOMING)
County of Winta) ss.

On this day personally appeared before me ROGER A. BLY and BETTY BLY, 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 14th day of April, 1978.

Ronald B. Jones
Notary Public in and for the State
of Wyoming,
Residing at Torrington, Wyoming
My Commission Expires: 12/29/79

44381



STATE OF WASHINGTON
COUNTY OF STAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Sheila L. Smith
OF Stamania, WA
AT 5:17 P.M. 1978
WAS RECORDED IN BOOK 74
OF Alced AT PAGE 834
RECORDS OF STAMANIA COUNTY, WASH.
W.P. Wood
COUNTY AUDITOR
BY E. Meyer

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
SUBJECT:	<input checked="" type="checkbox"/>
RECORDED:	<input checked="" type="checkbox"/>
COMPARED:	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>