

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between CARL E. LEHMAN and ANNA E. LEHMAN, husband and wife, hereinafter referred to as "Seller", and RONALD DERRY and CHERYL DERRY, 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 PREMISES Located in Skamania County, State of Washington

A parcel of land in the Northwest quarter of the Northwest quarter of Section 14, Township 2 North, Range 5 East of the Willamette Meridian, described as follows: BEGINNING at the Southwest corner of the Northwest quarter of the Northwest quarter of said Section 34; thence North 03°41'43" East along the East line of said sub-division 454.74 feet; thence South 77°12'20" West 51.43 feet to a point on the South edge of a 60 foot wide driveway, being the initial point of the parcel hereby described; thence continuing South 77°12'20" West along the South edge of said 60 foot wide driveway 291.95 feet; thence South 08°06'30" East to intersection with the North edge of the right of way of the Washougal River Road; thence Northeasterly along the North edge of the right of way of said Washougal River Road to a point which bears South 11°59'08" East from the true point of beginning; thence North 11°59'08" West 86.32 feet to the initial point of the tract hereby described.

TOGETHER WITH an undivided 1/2 interest in the water pipeline easement and water storage tank acquired by Duane C. Smith, et ux, by deed dated February 29, 1972, and recorded at page 809 of Book 63 of Deeds, records of Skamania County, Washington, and TOGETHER WITH easement for access road.

SUBJECT TO easements and restrictions of record.



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 NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$9,500.00), of which Purchaser has paid to Seller the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), upon the execution of this

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AREA CODE 206—TELEPHONE 834-3908

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or in event of the failure or neglect of Purchaser to perform the

contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$8,500.00 shall be due and payable in monthly installments of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), or more at Purchaser's option, commencing thirty (30) days after the date of this instrument and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full, PROVIDED HOWEVER, that the entire purchase price and interest shall be paid in full within five (5) years from the date of this contract. The declining balances of the purchase price shall bear interest from the date of this instrument at the rate of ten percent (10%) per annum, and the monthly installments 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 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. Such real property taxes for the current year shall be prorated between the parties 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 instrument 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, improvement 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,

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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 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 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: 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.

IN WITNESS WHEREOF, the parties have executed this instrument this 27 day of June, 1978.

Carl E. Lehman
Carl E. Lehman

Ronald Derry
Ronald Derry

Anna E. Lehman
Anna E. Lehman

Cheryl Derry
Cheryl Derry

S E L L E R

P U R C H A S E R

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me CARL E. LEHMAN and ANNA E. LEHMAN, 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 24 day of June, 1978.

Robert C. [Signature]
Notary Public in and for the State
of Washington,
Residing at Washougal

STATE OF CALIFORNIA)
) ss.
County of San Diego)

On this day personally appeared before me RONALD DERRY and CHERYL DERRY, 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 27th day of June, 1978.

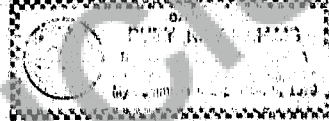
Ruby H. Williams
Notary Public in and for the State
of California,
Residing at National City

6540

No. _____
TRANSACTION EXCISE TAX

MAY 16 1978
Amount Paid \$95.00 + 2.60 penalty
Shannon County Treasurer
By Michael J. Cornwell

My Commission Expires: 1-5-79



88303

COUNTY OF SAN DIEGO
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED BY
Michael J. Cornwell
OF San Diego
AT 1:00 PM ON June 16 1978
EAST OF IN BOOK 76
PAGE 268
IN THE COUNTY OF SAN DIEGO
BY Michael J. Cornwell
COUNTY CLERK
Michael J. Cornwell
CLERK

REGISTERED
INDEXED BY
INDEXED
RECORDED
COMPARED
MAILED