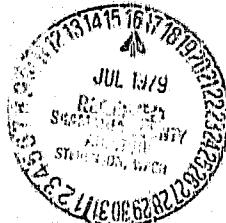


## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 12th day of JULY, 1979  
 between CROWN LANDS, INC., an Oregon Corporation  
 hereinafter called the "seller," and DANNY J. RAPHAEL, a single man



hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington.

Lot 1 of Robert Ferguson's Short Plat No. 1, recorded September 14, 1977, in Book 2 of Short Plats, Page 13, Records of Skamania County, Washington.

Subject to weights of the public in streets, roads and highways.

SUBJECT TO that certain Real Estate Contract between Robert D. Ferguson and Vive V. Ferguson, husband and wife, as seller and Country Squire Homes, Inc., A Washington corporation, as purchasers, dated October 24, 1978, recorded October 26, 1978, in Book 75, Page 598, Skamania County Deed Records.

Vendee's interest in contract above was conveyed to Crown Lands, Inc., an Oregon Corporation by Quit Claim Deed dated February 21, 1979, recorded February 28, 1979 in Book 76, Page 203 of Skamania County Deed Records.

The terms and conditions of this contract are as follows: The purchase price is SIXTEEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$ 16,500.00 ) Dollars of which FOUR THOUSAND AND NO/100- - - - - (\$ 4,000.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One Hundred Twenty Five and NO/100 - - - - - (\$ 125.00 ) Dollars, or more at purchaser's option, on or before the 16th day of August , 1979 , and One Hundred Twenty Five and NO/100 - - - - - (\$ 125.00 ) Dollars, or more at purchaser's option, on or before the 16th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. If purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 10% per cent per annum from the 16th day of July , 1979 , which interest shall be deducted from each monthly payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at Crown Lands, Inc., P O Box 4425, Vancouver, Wa 98663 or at such other place as the seller may direct in writing.

This sale includes a non-exclusive easement for ingress, egress and utilities along the south line of said tract connecting with the Bell Center County Road. Purchaser shall have the right to purchase water for domestic purposes not to exceed (3) gallons per minute from Robert Ferguson's well at the rate of Ten and No/100 (\$10.00) Dollars per month for fifteen (15) years, the monthly water rent to be adjusted upward every three (3) years in accordance with any increase in the U. S. Department of Labor Wholesale Commodity Index. This clause is effective on October 26, 1978. Purchaser herein accepts the road in "as is" condition and agrees to maintain the same.

As referred to in this contract, "date of closing" shall be date of recording.

(1) The purchaser agrees and agrees to pay before delinquency all tax and assessments that may be between grantor and grantee hereinafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter become a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by fire and windstorms in a company acceptable to the seller and for the seller's benefit, at his interest, to appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements, thereon nor shall the purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser agrees to all hazards of chance to or destruction of any improvements now or said real estate or hereafter built thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion so condemned or the condemnation or a remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril incurred against the property of such improvements remaining after payment of the reasonable expense of procuring the same shall be diverted to the replacement or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by The American Title, Insurer Inc., insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no or only such other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance instrument is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation which seller by this contract, agrees to pay, one of which in the opinion of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty --full fulfillment-- deed to said real estate, excepting any part thereof hereafter taken or publicly used free of encumbrances except and that may attach after date of closing through any person other than the seller, and subject to the following:

#### Rights of the Public in Streets, roads and highways.

Non Exclusive Easement over South 10 feet for ingress, egress and utility purposes as described and revised on Robert Ferguson Short Plat #3 recorded October 9, 1978, in Book 2, page 74, Skamania County Short Plat Records.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided, or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon either of all demands, notices or other papers with respect to, forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of advertising records to determine the termination of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer.

this 12th day of July, 1979

*Danny J. Raphael*  
Danny J. Raphael

GROWN LANDS, INC.

By John Gorham

President

By

Secretary

STATE OF WASHINGTON,

County of Clark

On this 12th day of July, 1979, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Gorham,

to me known to be the President and

SECRETARY/TREASURER of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

*John Gorham*  
TRANSACTION EXCISE TAX

July 10, 1979  
Amount Paid \$115.50

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

RECEIVED  
COURT CLERK'S OFFICE  
THIS PLACE RESERVED FOR RECORDER'S USE

THE DAY/CONTRACT THAT THE WITHIN

INSTRUMENT IS DATED

*First American Title Co.*

or *Skamania County, Wash.*

AT 11:30 A.M. July 10, 1979

PAS RECEIVED IN REC'D. 70

30 Neeches 8:29

RECEIVED FOR CLERK'S OFFICE, SKAMANIA COUNTY, WASH.

*John Gorham*

COUNTY CLERK

*Clayton*

Filed for Record at Request of  
MAIL BOX

Name: Danny J. Raphael

Address: 501 S. 1st Street, Vancouver, Wa.

City and State: Vancouver, Wa. 98664

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