

THIS REAL ESTATE CONTRACT made this day between EUGENE H. NAGEL and BONNIE L. NAGEL, husband and wife, hereinafter called "Sellers", and CARL DEAN KLINGNER, a single man, hereinafter called "Buyer",

SK-12223

WITNESSETH:

Section 1. DESCRIPTION OF PROPERTY CONTRACTED TO BE SOLD: In consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyer and the Buyer agrees to purchase from the Sellers, the following described real estate in Skamania County, State of Washington, to-wit:

A tract of land in Section 19, Township 2 North, Range 5 East of the W.M., described as follows:

The West 495 feet of the East 990 feet of the North 220 feet of the following tract:

Beginning at the Northwest corner of the North half of the Northeast quarter of the said Section 19; thence South 440 feet; thence East 1480 feet; thence North 440 feet; thence West 14080 feet, more or less, to the point of beginning.

ALSO KNOWN as Lot 1 of Corrine V. Mule Short Plat, recorded June 26, 1979, in Book 2 of Short Plats, page 111, Auditor's File No. 88847, records of Skamania County, WA.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement for ingress, egress and utilities, 20 feet in width, over, under and across an existing roadway, the center line of which commences at the Southeast corner of the tract herein above described and extends thence in a Westerly direction across the West 985 feet of the North 440 feet of the North half of the said Northeast quarter to the East line of Skye Road, and Purchaser agrees to contribute towards the maintenance of the roadway on said easement as hereinafter provided in this contract.

SUBJECT TO a mortgage dated September 28, 1977, whereby Corrine V. Surbeck is mortgagor; and Riverview Savings & Loan Association is mortgagee, which mortgage was recorded on September 29, 1977 in Book 54 of Mortgages at page 697, Auditor's File No. 84780 in the office of the recording officer of Skamania County.

SUBJECT TO a mortgage dated May 2, 1980, whereby Corrine V. Yule is mortgagor and Washington State Bank is mortgagee, which mortgage was recorded on May 12, 1980, in Book 57 of Mortgages, page 157, Auditor's File No. 90748, in the office of the recording officer of Skanania County, WA.

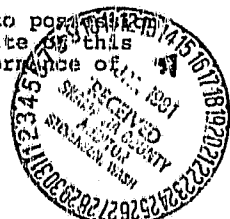
SUBJECT TO the terms and provisions of a Real Estate Contract dated July 30, 1979, whereby Corrine V. Yule is seller and Eugene H. Nagel and Runnie L. Nagel are purchasers, which contract was recorded on July 31, 1979 in Book 76, page 935 and Auditor's File No. B9121, records of Skamania County.

SUBJECT TO easements and restrictions of record.

Section 2. PURCHASE PRICE AND PAYMENTS: The purchase price for said Real estate is the sum of Fourteen Thousand Five Hundred and no/100 Dollars (\$14,500.00) of which Buyer has this day paid the sum of \$2,750.00 as down payment, receipt of which is hereby acknowledged by Sellers. The balance of \$11,750.00 shall be paid in monthly installments as follows: \$150.00 or more, at Buyer's option, on or before the 1st day of February, 1981, and \$150.00 or more, at Buyer's option, on or before the 1st day of each month thereafter until the full balance of principal and interest has been paid. All such monthly installments shall include interest on the unpaid balance from time to time at the rate of eleven (11%) percent per annum computed from the date of this contract, and continuing until said balance of principal and interest has been paid in full.

Notwithstanding the foregoing provisions for payment of the purchase price in monthly installments of \$150.00 or more, Buyer further agrees to pay the purchase price in full on or before the 1st day of January, 1986. All payments under this contract shall be made directly to Sellers, or at such other place as the Sellers may from time to time in writing direct.

Section 3. POSSESSION: Buyer shall be entitled to possession of the premises contracted to be purchased as of the date of this contract and thereafter during his continued full performance of,



the terms and conditions of this contract.

Section 4. ADVANCES: It is understood and agreed that in the event the Buyer fails or neglects or refuses to pay any taxes, assessments, insurance premiums or any other lawful charge against said property, the Sellers may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Buyer to the Sellers with interest thereon from each respective date of advancement until repaid at the rate of twelve (12%) percent per annum payable to the Sellers semi-annually.

Section 5. DEFAULT IN MONTHLY INSTALLMENTS: In the event Buyers shall default in the payment of any monthly installment when due, then the entire balance owing on this Real Estate Contract shall, without notice from Sellers, bear interest at the rate of twelve (12%) percent per annum until such default has been cured. Such additional interest shall be paid at the same time and in addition to the installment specified in Section 2.

Section 6. BUYER'S COVENANTS: Buyer covenants and agrees as follows:

- (a) To make the payments above mentioned in the manner and on the dates named.
- (b) To make or permit no unlawful or offensive or improper use of said property or any part thereof.
- (c) To keep the said property at all times in as good condition as the same now is, reasonable wear and tear excepted.
- (d) To permit the Sellers or their agents to enter into or upon the said property at any reasonable time to inspect the same.
- (e) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind, which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyers in this contract.
- (f) Not to permit or suffer any part of said property to become subject to any assessment, lien, charge or encumbrance whatsoever having or taking precedence over the rights of the Sellers in and to the said property.

Section 7. DEED AND TITLE INSURANCE: Sellers agree to execute and deliver to Buyer within thirty (30) days after final payment on this contract a Warranty Deed conveying said property to the Buyer free and clear from all encumbrances except those mentioned herein.

Sellers are at this time procuring and delivering to Buyer a Purchasers Policy of Title Insurance showing their title to be free and clear of all encumbrances, except those mentioned herein as of the date of this contract. It is agreed that Sellers shall have no obligation to give further proof of their title.

Sellers and Buyer recognize that the premises contracted to be sold are presently subject to underlying mortgages and an underlying Real Estate Contract, which prior encumbrances are described more particularly in Section 1 hereof. Sellers covenant and agree that at the time Sellers are obligated to convey said premises to Buyer as above provided, said mortgages and said Real Estate Contract shall have been satisfied in full. Should Sellers or the mortgagor of the underlying mortgages fail to pay any the installments owing thereon, it is agreed that Buyer may pay any such installment and shall receive credit for any payment so made on the payment or payments next coming due on this contract.

Section 8. ASSIGNMENT: It is agreed that no assignment or contract for assignment of this contract and/or no contract by Buyer

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to sell the subject thereof or any part thereof shall be valid unless the same shall be consented to by the Sellers in writing. Any breach of Buyer of this section shall constitute a default by Buyer, and Sellers may, at Sellers' option, elect to pursue any of the remedies hereinafter enumerated in Section 9 and 10.

Section 9. FORFEITURE: Time is of the essence of this contract and if the Buyer shall fail, refuse or neglect to pay either, or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyer to be performed, then the Sellers shall have the right to declare this contract null and void; and if the Buyer shall fail to make good such default within thirty (30) days after the Sellers shall have served a written notice of Intention to declare Contract Forfeited by delivering said notice to the Buyer or mailing the same registered mail to said Buyer at his last known address or the address given on this contract, at the Sellers' option, then and in that event all of the Buyer's rights under this contract shall immediately and utterly cease and determine and the property described herein shall revert to and revert in the Sellers without further action on the part of the Sellers and without any right of the Buyer to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this Agreement had never been made and all money theretofore paid to the Sellers under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Sellers in full satisfaction of all claims as accrued and reasonable rent of said property from this date to the time of such forfeiture and as the liquidated damages to the Sellers for the Buyer's failure to complete this contract.

Section 10. OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Buyer, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyer, are independent of the covenant to make a deed.

Or Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

It is agreed that any such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

Section 11. COURT COSTS AND ATTORNEYS' FEES: In any action to procure an adjudication of the respective rights and obligations of the parties to this contract, including any action by Sellers to terminate Buyer's rights under this contract, or to recover any intermediate overdue installments or any advances repayable to Sellers, or to recover the unpaid balance on this contract, or to enforce any other rights of Sellers hereunder, the prevailing party shall be entitled to reimbursement from the other party for any expenses of searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fee.

Section 12. REPRESENTATIONS: Buyer has inspected the property sold herein and has found the same to be to his satisfaction and he agrees that no promises, representations, statements or warranties, expressed or implied shall be binding on the Sellers unless expressly contained herein. Buyer expressly acknowledges that he has placed no reliance whatever upon any representations not expressed in this contract.

Section 13. WAIVER: No assent, expressed or implied, by Sellers to any breach of Buyer's covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

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Section 14. EASEMENT: The easement for ingress, egress and utilities, which is described with more particularity in Section 1 hereof, shall be a non-exclusive easement running with the land and appurtenant to the real estate to be purchased. Buyer agrees to contribute to the maintenance of the roadway on said easement in common with all other persons using the same, and this covenant shall survive the final payment and performance of this contract.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate this 8th day of January, 1981.

Carl Dean Klingner

Eugene H. Nagel

Bonnie L. Nagel

"BUYER"

"SELLERS"

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this day personally appeared before me, EUGENE H. NAGEL and BONNIE L. NAGEL, husband and wife, 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 8th day of January, 1981.

7946

No.
TRANSACTION EXCISE TAX

Jan 15 1981
Amount Paid \$145.00

Skamania County Treasurer
By L. L. ...

Eugene H. Nagel
Notary Public in and for the State of
Washington, Residing at Camas.

Registered ✓
Indexed, Dig ✓
Indirect ✓
Recorded X
Mailed ✓

THE WASHINGTON
COUNTY OF CLATSOP
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF DEED WAS FILED BY
St. John Title Co.
OF Stevenson, WA
ON 1/15 DAY OF 1981
WAS RECORDED IN BOOK 79
OF 204 AT PAGE 204
RECORDS OF CLATSOP COUNTY, WASH.
Chas. G. ...
COUNTY AUDITOR
BY V. ...