

502001

REAL ESTATE CONTRACT
(FORM M-A-1004)

RECEIVED

St. 13249

THIS CONTRACT made and entered into this 19th day of May, 1981
between DAVID F. SKOKO and MARY A. SKOKO, husband and wife,
hereinafter called the "seller," and ALFREDO HUAMANERA and RACHEL P.M. HUAMANERA, husband and wife,
hereinafter called the "purchaser."

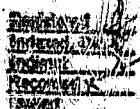
WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the improvements, in:

Skamania

County, State of Washington.

LEGAL EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

5099



The terms and conditions of this contract are as follows: The purchase price is
NINETY-NINE THOUSAND FIVE HUNDRED AND NO/100THS \$99,500.00 Dollars, of which
TWENTY THOUSAND AND NO/100THS \$20,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price by installments as follows:
SEVEN HUNDRED TWENTY-SEVEN AND 23/100THS \$727.23 Dollars,
at noon at purchaser's option, on or before the **first** day of **MAY**, 1981,
and **SEVEN HUNDRED TWENTY-SEVEN AND 23/100THS** \$727.23 Dollars,
or when at purchaser's option, or before the **first** day of each subsequent month during the term of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the unpaid balance of the purchase price at the
rate of **10%** per cent per annum from the **10th** day of **APRIL**, 1981,
which interest shall be deducted from each installment payment and the balance of each payment applied to the principal.
All payments to be made hereunder shall be made at Washington State Bank, Inc., D.L., Sweet, Washington
or at such other place as the seller may direct in writing.
Ballance payments are not to exceed \$10,000.00 per year. **NO PENALTY OR PENALTY.**

See attached ADDENDUM "T" for additional terms and conditions.

Notwithstanding the aforementioned payment terms of this contract, the Purchaser agrees
to pay in full, the entire remaining principal balance, together with any accrued interest
owing Seller, within Seven (7) years from date of closing.

 Transaction in compliance with County Sub-division ordinances
Skamania County Assessor - By _____

As referred to in this contract, "date of closing" shall be **March 1st, 1981**.

- The purchaser agrees and agrees to pay before delinquency all taxes and assessments that may as between grantee and lessee become due on said real estate; but if by the terms of this contract the purchaser has assumed payment of any mortgage, affidavit or other encumbrance, or his assumed payment of or agreed to purchase subject to any taxes or assessments now or hereon on said real estate, the purchaser agrees to pay the same before delinquency. **Purchaser to make the seller's proof of payment on both taxes and fire insurance each year.**
- 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 cost value thereof against loss or damage by both fire and windstorms in a company acceptable to the seller and for the seller's benefit, his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any statement respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed 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 of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herin 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 insured against, the proceeds of such insurance remain with the purchaser until the reasonable expense of procuring the same shall be devoted to the restoration 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.

- That 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 therefore, issued by SAVAGEO Title Insurance Company, 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 exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Laws or circumstances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereinunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgages or other encumbrances, which seller by this contract agrees to pay, upon which for the purpose of this contract (S) shall be deemed defects in the title.

- If seller's title to said real estate is subject to an existing contract or contracts under which seller is in default and said title is, 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 amount so paid shall be applied to the payment's next falling due the seller under this contract.

1. On January 20, 1981, the Purchaser, David F. Stake, and Seller, Mary A. Stake, entered into a written contract for the sale of real property located at 1000 1/2 Main Street, Vancouver, Washington, consisting of one acre of land, more or less, described as follows:
1. East 30 feet and 1/2 of the west 30 feet of the property described in the Deed of Sale recorded in Book 10 of Deeds, page 100, dated April 21, 1963, in the County of Clark, Washington.
 2. A strip of land 30 feet in width over and across the North 3-line, the road passing therethrough, dated May 26, 1968, at page 42 of Book 11 of Deeds, under Auditor's File No. 726028, records of Clallam County, Washington.
 3. A 30 foot right of way easement designated Stake Road - Auditor's File No. 66130.

The Purchaser's obligation to provide, for taxes, the purchase shall be limited to payment of taxes, fixtures, on date of closing and all other taxes, assessments, and charges to and including the date of closing, plus interest thereon. The Purchaser agrees to pay the Seller, or his/her assigns, all taxes, assessments, and other charges, or payments, on the property for every day of possession, plus interest thereon, from the date of closing until the date of final settlement, plus reasonable attorney fees and expenses for legal collection, utility services furnished to said property, and for any damages to said property.

The Purchaser shall be responsible for the payment of all taxes, assessments, and other charges, or payments, on the property for every day after the date of closing until the date of final settlement, plus interest thereon, plus interest on the amount thereof from the date of closing until the date of final settlement, plus reasonable attorney fees and expenses for legal collection, utility services furnished to said property, and for any damages to said property.

107. To all of the expenses of recording, filing, and recording the instrument provided for herein, the Purchaser agrees to pay a sum of \$100.00, amount to be deducted from the balance due to the Purchaser, and the balance shall be paid to the Purchaser upon delivery of the title to the Purchaser, and the Purchaser shall be liable for any costs of recording, filing, and recording the instrument provided for herein, and the balance shall be paid to the Purchaser upon delivery of the title to the Purchaser.

108. In witness whereof, the parties hereto have executed this instrument as of the date first written above.

David F. Stake (SEAL)
DAVID F. STAKE - SELLER

Mary A. Stake (SEAL)
MARY A. STAKE - SELLER

Alfredo Socanegra (SEAL)
Alfredo Socanegra - PURCHASER

Rachel E.M. Socanegra (SEAL)
Rachel E.M. Socanegra - PURCHASER

STATE OF WASHINGTON:

County of Clark

On this day personally appeared before me, David F. Stake, Mary A. Stake, Alfredo Socanegra, and Rachel E.M. Socanegra, who are known to me to be the individuals so described, and who executed the within foregoing instrument, and who, by their signatures, thereby acknowledged that they

signed the same as their true and voluntary act and deed,

for the purposes therein mentioned.

Given under my hand and official seal this 10th day of March, 1981
Robert H. Thompson
 Notary Public in and for the State of Washington
 residing at Vancouver



SAFECO TITLE INSURANCE COMPANY

THIS SPACE IS LEFT FOR RECORDED USE

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

EXHIBIT "A"

A tract of land in the East half of the East half of the Northeast quarter of the Southeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian described as follows:

Commencing at the quarter corner in the East line of the said Section 19; thence Southerly along the West line of said Section 19 160 feet to the true point of beginning; thence Southerly parallel with the South line of the Northeast quarter of the Southeast quarter of said Section 19 330 feet to the East; a of a tract of land conveyed by Donald L. Wallen by Deed recorded Jul. 1, 1977, Vol. 9, p. 33 of Books of Deeds of Clark Co.; thence Southerly along the East line of said Donald L. Wallen tract 400 feet; thence Easterly parallel with the North line of the Northeast quarter of the Southeast quarter of said Section 19 330 feet to the East line of the said Section 19; a of a tract of land along the East line of Section 19 160 feet to the true point of beginning.

ALSO KNOWN AS Lot 3 of David V. Fuchs' short plat recorded in Book 2 of short plats at Page 41, under & after Date Oct. 23, 1977, County of Clallam County Washington

STATE OF WASHINGTON :
COUNTY OF CLALLAM :

I HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT OF MY HAND FILED BY
CLARK
ON 10-23-77
AT 2:15 PM
MAIL RECEIVED IN MY OFFICE
ON 10-23-77 AT 2:15 PM
RECORDS OF CLALLAM COUNTY, WASH.
CLARK CLARK, DEPUTY
CLARK CLARK, DEPUTY

ADDENDUM "B"

1. The monthly due date for payment shall be the first (1st) day of each month, and there shall be a five (5) day grace period for late payments after the first (1st) day of each month, during which grace period payments may be made without penalty.

After the grace period, liquidated damages of Five (\$5.00) Dollars per day shall be paid in addition to the payment, not as a penalty, but as liquidated damages because the actual damages are not capable of precise ascertainment.

2. Whenever the purchaser shall be in default by the failure to pay any amounts specified or ascertainable under this contract, seller may give the purchaser a thirty (30) day notice of intent to accelerate all amounts due to the seller under this contract, after which, if any such amount is not fully paid at the end of thirty (30) days, the seller may elect to declare all amounts owed by the purchaser to the seller under this contract to be immediately due and payable and the purchaser's right to make periodic installments terminated.

3. In the event of sale of said property by purchaser, sellers Mr. and Mrs. David State shall be cashed out on the remaining contract balance.

4. Paragraph 3, Addendum "A" to Real Estate Purchase and Sales Agreement, January 6, 1981, between Alfredo and Rachel Bocanegra, husband and wife, as purchasers, and David and Mary

Skoko, husband and wife, as sellers, is hereby revoked and the following provision substituted:

A. David and Mary Skoko, husband and wife, as sellers, reserve fifty percent (50%) of the water rights from the well located on said property, with a guarantee that said fifty percent (50%) water right includes a ten gallon per minute minimum flow.

DATED this 22 day of March, 1981.

DAVID A. SKOKO, Seller

MARY A. SKOKO, Seller

ALFREDO SOCANDERA, JR.
Purchaser

RACHEL E. M. SOCANDERA,
Purchaser