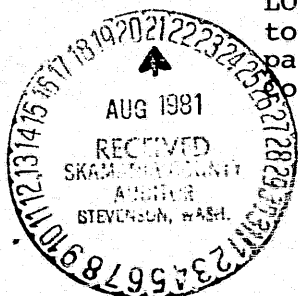


REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 21st day of August, 19 81,
by and between HENRY H. KOSKI and LEONA M. KOSKI, husband and wife,
hereinafter called the Seller, residing in the City of Vancouver, State of Washington,
and RAY HAMILTON and MARY HAMILTON, husband and wife,
hereinafter called the Purchaser, residing in the City of Stevenson, State of Washington

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

LOT 12 of MEAGHERS ADDITION TO STEVENSON according to the re-plat thereof on file and of record at page 120 of Book A of Plats, records of Skamania County, Washington,



TRANSACTION EXCISE TAX

AUG 2, 1981
Amount Paid \$400.00

Skamania County Treasurer
By W. L. G. Gurnea

situated in Skamania County, State of Washington, on the following terms: the total purchase price is FORTY THOUSAND and no/100----- Dollars (\$40,000.00) of which the sum of THREE THOUSAND and no/100----- Dollars (\$3,000.00) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of THIRTY-SEVEN THOUSAND and no/100----- Dollars (\$37,000.00) to be paid in the amounts and at the times stated as follows:

In monthly installments of \$286.87 beginning on the 10th day of October, 1981, and continuing on the 10th day of each and every month thereafter until the whole balance of the purchase price, both principal and interest, shall have been paid in full. The unpaid balance of the purchase price shall at all times bear interest at the rate of 7% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on the principal.

~~with interest on all deferred payments to be computed from the date of this agreement to the date of payment. Purchaser may make larger payments at anytime, or pay the contract in full, and interest shall immediately cease on all payments so made.~~

It is agreed that the Purchaser shall have possession of said premises from the 24th day of August, 19 81, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than Forty-Thousand and no/100----- Dollars (\$40,000.00) Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of -12- per cent per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

~~The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the purchaser in this agreement.~~

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

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Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written notice to the Purchaser, and at the expiration of thirty days thereafter this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by the Purchaser. In such event and upon Seller doing so, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: P.O. Box 80, Stevenson, Washington

or at such other address as the Purchaser shall indicate to the Seller in writing.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made at the Columbia Gorge Bank, Stevenson, Washington, for deposit to Sellers' checking account

It is further agreed that: the sellers shall have the alternative, at sellers' option, if purchasers are in default hereunder for more than thirty (30) days, to elect to declare the entire unpaid balance due and owing.

It is further agreed that the purchasers shall not encumber or assign their interest in the property without the written consent of sellers.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

Ray Hamilton
Purchaser
Mary M. Hamilton

Henry Koski
Seller
Leona Koski

STATE OF WASHINGTON,

County of SKAMANIA

ss.

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 21st day of August, 19 81, personally appeared before me HENRY H. KOSKI and LEONA M. KOSKI, husband and wife, and RAY HAMILTON and MARY HAMILTON, husband and wife, to me known to be the individual S described as seller and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(If seller is a corporation, attach corporate acknowledgment.)

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

Shirley G. Tuttle

ASSIGNMENT BY PURCHASER

The within named purchaser for and in consideration of the sum of _____ Dollars (\$ _____)

92978

title in and to the within contract and the property described therein unto _____

hereby authorize the seller, or successors in interest, to receive all money due there-
terms thereof to issue a deed to the said assignee, instead of the said purchaser. Said
to fulfill the terms and conditions of said real estate contract.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING WAS BY

Henry Koski
2847 E. 6th St - Vancouver 98661
AT 3120 W 8th St 8/21/81

WAS RECEIVED IN FULL OF

OF Deeds 213

RECORDS OF SKAMANIA COUNTY WASH

Loel Thompson
COUNTY AUDITOR

W. Salmer DEPUTY

Res
Ind
Ind
Res
Mortg

ASSIGNMENT BY SELLER

in consideration of the sum of _____ Dollars (\$ _____)

to the within contract to _____

) and agree(s) to be bound by the terms and conditions of said real estate contract.

_____, 19____

Assignor(s) _____

assignment.) _____

ss.

ic in and for the said State, do hereby certify that on this _____ day of _____, personally appeared before me _____

to me known the be the individual _____ described in and who executed the above assignment, and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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