

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 13th day of August, 1982, by and between PENNY HARRISON LAMB, hereinafter called the Seller, and DAVID P. MESSER and LUCY G. MESSER, husband and wife, hereinafter called the Purchasers,

WITNESSETH: That the Seller agrees to sell and the Purchasers agree to purchase the following described real estate, with the appurtenances thereon, including that certain 1973 Parkway Fuqua Mobile Home, Model 24 x 60, Serial No. S2990, to-wit:

The South Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 4 North, Range 7 East of the Willamette Meridian, located in Skamania County, Washington.

SUBJECT to all easements of record.

EXCEPTIONS The following provisions apply to the exceptions which appear on the Commitment for Title Insurance, No. SK-12696, dated June 30, 1982:

Exception #1 - Delinquent general taxes for the years 1980 and 1981 will be paid by Seller from proceeds of downpayment.

Delinquent general taxes for the year 1982 will be pro-rated between the Seller and Purchasers according to their respective interests on date of closing.

Exception #2 - Real Estate Excise Tax will be paid upon this sale at time of closing.

Exception #3 - Assumed by Purchasers.

Exception #4 - Assumed by Purchasers.

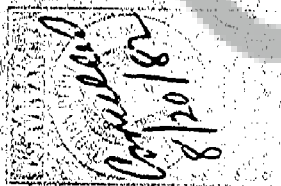
Exception #5 - Seller agrees to indemnify the Purchasers in the event Purchasers suffer any loss at any time from the judgment creditor executing on his judgment against the subject property.

Exception #6 - Will be paid by Seller from proceeds of downpayment.

Exception #7 - Seller agrees to indemnify the Purchasers the same as is provided in Exception #5 above.

1. Purchase Price The total purchase price is THIRTY-TWO THOUSAND, NINE HUNDRED and no/100 DOLLARS (\$32,900.00) of which the sum of FIVE THOUSAND DOLLARS (\$5,000.00) has been paid by Purchasers, the receipt of which is hereby acknowledged by Seller, and the balance of TWENTY-SEVEN THOUSAND, NINE HUNDRED and no/100 DOLLARS (\$27,900.00) shall be paid as follows:

a) Purchasers agree to assume and pay, in accordance with the terms and conditions thereof, an existing note and mortgage executed by Robert R.W. Harrison



and Penny K. Harrison in favor of Washington Mutual Savings Bank, recorded August 15, 1978, in Book 55, Page 731, Auditor's File No. 87032, records of Skamania County, Washington, on which there is a present balance of \$21,000.00; and

- b) The remaining balance of \$6,900.00 shall be paid by the Purchasers executing a promissory note in said amount, said note to bear interest at the rate of five percent (5%) per annum, interest payable annually. The principal of said note shall become due and payable on or before six (6) years from date of closing.

2. Possession. It is agreed that the Purchasers shall have possession of said premises from the 13th day of August, 1982, provided that all the terms and conditions of this agreement are fully complied with.

3. Taxes and Assessments. Purchasers agree to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

4. Insurance. Purchasers agree to keep and maintain insurance on the improvements on said premises in the sum of not less than Thirty-
two thousand Dollars (\$32,000.00). Purchasers also agree to assume all hazards to or destruction of any improvements on said premises; and agree to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agree not to use the premises for any illegal purpose.

In the event the Purchasers 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 -11- per cent per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

5. Inspection of Premises. The Purchasers agree 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.

6. Title Insurance. Purchasers agree to pay for the cost of a Purchaser's policy of title insurance, insuring Purchasers 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 purchasers in this

agreement.

7. Deed. The Seller agrees to execute a Statutory Warranty in fulfillment of this real estate contract, subject to the existing mortgage with Washington Mutual Savings Bank, which Purchasers have assumed and agreed to pay, on even date herewith; said deed to be held in escrow with Robert K. Leick, Attorney at Law, Stevenson, Washington, and to be delivered to Purchasers at time the promissory note, hereinbefore described, has been paid off in full, both principal and interest thereon, in the manner hereinbefore specified.

TIME IS OF THE ESSENCE of this agreement. If the Purchasers 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 Purchasers, 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 Purchasers. In such event and upon Seller doing so, all payments made by the Purchasers 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 certified mail at the following address: MPO 1.32 Trout Creek Road, Carson, WA 98610, or at such other address as the Purchasers shall indicate to the Seller in writing.

In the event of the taking of any part of the property for public use, or if 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 on the promissory note are to be made Agnes Griffing, Star Rte., Carson, Washington 98610.

IN WITNESS WHEREOF, the parties hereto have signed this in-

strument in duplicate the day and year first above written.

Penny Harrison Lamb / Agnes M. Griffing
SELLER by Power of Attorney

David P. Messer
Lucy G. Messer
PURCHASERS

STATE OF WASHINGTON)
County of Skamania) ss.

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 13th day of August, 1982, personally appeared before me AGNES MAY GRIFFING, Attorney-in-Fact for PENNY HARRISON LAMB, and DAVID P. MESSER and LUCY G. MESSER, husband and wife, to me known to be the individuals described as seller and purchasers respectively 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.

Shirley A. DeWitt
Notary Public in and for the State of Washington, residing at Stevenson



WITHIN
Robert Fick
Stevenson
9:45 P-20 82
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Deed 433
Gary M. Alton
E. Misford