



REAL ESTATE CONTRACT (FORM A-1964)

SK-12752



THIS CONTRACT, made and entered into this 21st day of September, 1982, between JOHN M. RICHARDS and SHIRLEY M. RICHARDS, husband and wife, hereinafter called the "seller," and R. ROBERT FLOWER and MOIRA FLOWER, 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 appurtenances, in Skamania County, State of Washington: The Northwest One-Quarter of the North 528 feet of the West one-half of the Southeast One-Quarter of the Northwest One-Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian; Skamania County, Washington;

EXCEPT the West 14 feet of the North 264 feet;

ALSO KNOWN AS LOT 1 of the Roberson Short Plat filed in Book 1 of Short Plats at pages 50-A to 50-G records of Skamania County, Washington;

SUBJECT TO easements, terms, covenants, conditions and provisions as recorded under Auditor's File Numbers 83069, 83405, and 85551.

The terms and conditions of this contract are as follows: The purchase price is EIGHTEEN THOUSAND FIVE HUNDRED FIVE THOUSAND (S 18,500.00) Dollars, of which FIVE THOUSAND (S 5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED (S 200.00) Dollars, or more at purchaser's option, on or before the 15th day of Oct. 1982 and TWO HUNDRED (S 200.00) Dollars, or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid.

The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of ten (10%) per cent per annum from the 21st day of September 1982 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at Seller's address: Box 562, The Dalles, OR 97058 or at such other place as the seller may direct in writing.



No. 1923 TRANSAC ON EXCISE TAX

SEP 23 1982 Amount Paid \$1,979.50

Skamania County Treasurer By [Signature]

As referred to in this contract, "date of closing" shall be September 21, 1982.

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate... (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 both fire and windstorm... (3) The purchaser agrees that full inspection of said real estate has been made... (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate... (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance... 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... c. Any existing contract or contracts under which seller is purchasing said real estate... (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...

Transaction in compliance with County subdivision ordinances. Skamania County Assessor - By [Signature]

(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 of fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Those terms, provisions, covenants, conditions and easements of record.

Also, per addendum to sales agreement dated June 27, 1982, item No. 4, it is agreed by owners of the Easterly lot (Roberson's Lot #2), that trees growing too tall and blocking the view from Roberson's Lot #1 could be trimmed back.

(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 hereof, or 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 purchaser 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 to 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 sums 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 searching records to determine the condition 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, the parties hereto have executed this instrument as of the date first written above.

John M. Richards (SEAL)
JOHN M. RICHARDS

Shirley M. Richards (SEAL)
SHIRLEY M. RICHARDS

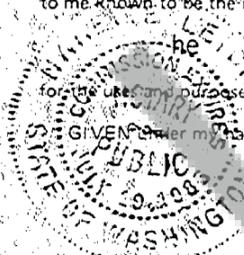
R. Robert Flower (SEAL)
R. ROBERT FLOWER

Maira Flower (SEAL)
MOIRA FLOWER

STATE OF WASHINGTON,
County of Klickitat } ss.

On this day personally appeared before me JOHN M. RICHARDS
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed,

for the uses and purposes therein mentioned,
GIVEN under my hand and official seal this 9th day of September, 1982.



Nanette Lechner
Notary Public in and for the State of Washington
residing at White Salmon, therein.

STATE OF WASHINGTON,
County of Klickitat } ss.

On this day personally appeared before me SHIRLEY M. RICHARDS



to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 21st day of September, 1982.

Gerty Reed
Notary Public in and for the State of Washington, residing at White Salmon



STATE OF WASHINGTON)
COUNTY OF SKAMMIA) SS.
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING IS BY
Skamania County Title
OF Stevenson Title Co
AT 3:45 P. Sept 23, 82
WA 81
OF Deeds 543-4
REC'D SKAMIA WASH
Mary M. Olson
COUNTY AUDITOR
B. Babcock DEPUTY

FILED
INDEXED
MAILED