

## REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of Sept, 1982, by and between DEAN O. EVANS and BETTY JEAN EVANS, husband and wife, hereinafter referred to as the "Sellers", and JAMES W. HUETT and BONNIE BAKER HUETT, husband and wife, hereinafter referred to as the "Purchasers",

## WITNESSETH:

That the Sellers agree to sell to the Purchasers, and the Purchasers agree to purchase of the Sellers, the following described real estate, situated in Skamania County, State of Washington, to-wit:

Lot 1 of FOSTER'S ADDITION according to the official plat thereof on file and of record at page 33 of Book B of Plats, records of Skamania County, Washington;

SUBJECT to restrictive covenants of record recorded August 29, 1977, at page 396 of Book 73 of Deeds under Auditor's File No. 84758, records of Skamania County, Washington.

TOGETHER WITH AN EASEMENT and right of way for an access road leading from the northwest corner of the said Lot 1 to the Trout Creek County Road.

The terms and conditions of this contract are as follows:

1. Purchase Price The total purchase price shall be the sum of TWENTY-TWO THOUSAND, FIVE HUNDRED and no/100 DOLLARS (\$22,500.00), of which the sum of TEN THOUSAND and no/100 DOLLARS (\$10,000.00) has been paid down, receipt of which is hereby acknowledged, and the balance of TWELVE THOUSAND FIVE HUNDRED and no/100 DOLLARS (\$12,500.00) shall be payable as follows:

In monthly installments of not less than \$200.00 each, beginning with the 1st day of November, 1982, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at 12% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal.

Purchasers may pay entire balance, without penalty, at any time.

2. Possession The Purchasers shall be entitled to immediate possession of the premises upon execution of this agreement.

3. Taxes and Assessments and Insurance The Purchasers agree to pay before delinquency all taxes and assessments which may, as between Sellers and Purchasers, hereafter become a lien on the real estate, and Purchasers further agree to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, for the benefit of Sellers or Purchasers as their interests may appear, and to pay all premiums therefore until the purchase price is fully paid.

In case the Purchasers shall fail to make any payment hereinbefore

Transaction in compliance with County subdivision ordinance.  
Skamania County Assessor - By: UL



provided by the Purchasers to be made, the Sellers may make such payments and any amount so paid by the Sellers, together with interest thereon from the date of payment until repaid by the Purchasers, at the rate of twelve percent (12%) per annum, shall be payable on demand, without prejudice to any other right the Sellers might have by reason of such default.

4. Clearing of Land It is agreed by the parties hereto that no trees shall be removed from the subject premises for commercial purposes but that the Purchasers shall be allowed to clear land necessary for a building site and access road; that no other trees shall be cut without written permission of the Sellers.

5. Deed Sellers agree that upon full payment of the purchase price in the manner hereinbefore specified, they will deliver to the Purchasers a good and sufficient warranty deed of said described premises.

6. Improvements The parties hereto understand and agree that any improvements made on said premises by the Purchasers shall become the property of the Sellers in the event of default by Purchasers; that any improvements made by Purchasers shall constitute fixtures and shall not be removed in event of default.

7. Assignment This contract shall not be assignable by the Purchasers without the written consent of Sellers attached hereto.

8. Assumption by Purchasers The Purchasers shall assume all hazards or damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The Purchasers agree that full inspection of the described premises has been made and that neither the Sellers or assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the covenant to be relied upon be in writing and attached to and made a part of this contract.

TIME IS OF THE ESSENCE of this contract. In case the Purchasers shall fail to make any payments of the said purchase price promptly at the time the same shall become due as hereinbefore provided, or promptly to perform any covenant or agreement aforesaid, the Sellers may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the Purchasers hereunder shall be retained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be sent by registered mail at the following address, to-wit: Star Rt., Carson, WA 98610, or at such other address as the Purchasers will indicate to the Sellers in writing.

ADDITIONAL AND/OR ALTERNATIVE REMEDY. In the event the Purchasers do not make their payments in accordance with the terms of this contract or are, for other reasons, in substantial breach of this contract, Sellers may declare the entire unpaid balance of the contract due and owing or may sue on any intermediate delinquent installment; and

In the event that any action or suit is brought under this contract by the Sellers against the Purchasers to enforce any covenants herein for the payment of installments or otherwise, the Purchasers herein agree to stand all costs of

court and such fees as the Court may adjudge as reasonable attorney's fees herein.

THIS INDENTURE shall be binding on the heirs, assigns, successors and personal representatives of the parties hereto as if they were made a party hereof.

IN WITNESS WHEREOF, We, the undersigned, have hereunto set our hands and seals the day and year first above written.

SELLERS:

( Dean O. Evans )  
( DEAN O. EVANS )

( Betty Jean Evans )  
( BETTY JEAN EVANS )

PURCHASERS:

( James W. Huett )  
( JAMES W. HUETT )

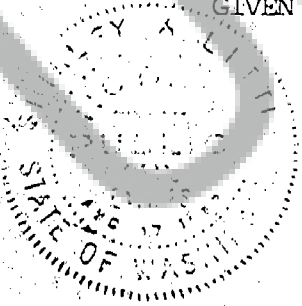
( Bonnie Baker Huett )  
( BONNIE BAKER HUETT )

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

On this day personally appeared before me DEAN O. EVANS and BETTY JEAN EVANS, husband and wife, and JAMES W. HUETT and BONNIE BAKER HUETT, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they each 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 29<sup>th</sup> day of Sept, 1982.

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



STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
DEAN O. EVANS  
PO BOX 376  
STEVENSON, W.N.

1:25 P. SEPT 29 82

DEED 573

J.M. Olson  
CLERK  
A. News DEPUTY

No. 573  
TRANSACTION EXCISE TAX

SEP 29 1982  
Amount Paid 240.75

Skamania County Treasurer  
By Barbara M. Peterson