

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 14th day of October, 1982, between DONALD D. CAPPS and DOROTHY A. CAPPS, husband and wife, hereinafter called the "seller", and WILLIAM H. SOUTHER and RUBY C. SOUTHER, 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:

Lot 3, Block 1, Plat of Relocated North Bonnevillie recorded in Book B of Plats, page 8, under Skamania County File No. 83466, also recorded in Book B of Plats, page 24, under Skamania County File No. 84429, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows:

The purchase price is Six Thousand Five Hundred Dollars (\$6,500.00), of which One Thousand Dollars (\$1,000.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Thousand Three Hundred Seventy-five Dollars (\$1,375.00) plus 9% interest on the diminishing balance on or before the 14th day of October, 1983, and a like amount on or before the 14th day of October of each succeeding year thereafter 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 nine per cent (9%) per annum from the 14th day of October, 1982, which interest shall be added to each installment payment.

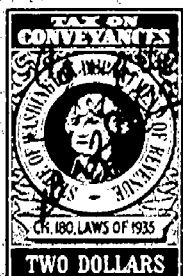
All payments to be made hereunder shall be made at MP 0.05R Lucas Street, Stevenson, Washington 98648, or at such other place as the seller may direct in writing.

1. As referred to in this contract, "date of closing" shall be October 14, 1982.

2. Purchaser may at their option pay the entire balance of the purchase price remaining due at any time, or any part of such balance, before maturity, without notice to seller and without penalty.

3. 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.

4. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns



shall be held to any covenant 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.

5. The purchaser assumes all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use; and agrees that any such taking shall not 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 herein 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.

6. The 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 therefor, issued by Safeco 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:

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, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph 6. shall be deemed defects in seller's title.

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 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:

a. The effect of the municipal ordinances of the City of North Bonneville, including any assessments which may be due.

b. Reserving to the United States of America the right to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s), if any, as shown on said recorded plats.

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 any 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. Purchaser shall not sell, transfer or assign this contract or any interest hereunder or in the property herein described prior to full execution of the terms of the contract.

10. In case the purchaser fails to make any payment herein provided ~~xxx to maintain insurance xxx 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. P.C.S.
6/12/20
J.C.

11. 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.

12. 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.

Donald D. Capps
DONALD D. CAPPS, Seller

Dorothy A. Capps
DOROTHY A. CAPPS, Seller

William H. Souther
WILLIAM H. SOUTHER, Purchaser

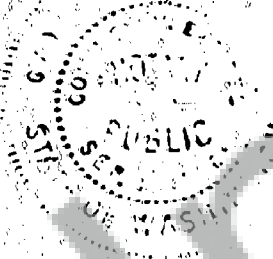
Ruby C. Souther
RUBY C. SOUTHER, Purchaser

STATE OF WASHINGTON)
) SS.
County of Skamania)

On this day personally appeared before me DONALD D. CAPPS and DOROTHY A. CAPPS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they 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 15th day of October, 1982.

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



5508

OCT 20 1982

Amount \$ 69.55

Skamania County Treasurer

[Signature]

IN WITNESS WHEREOF, I, the undersigned, Notary Public, do hereby certify that the within

instrument was duly executed by:

JOHN C. HELBRINK

STEVENSON, WA.

1980 OCT 29 82

81

WORDS 675

2.11.13.14

2.11.13.14

2.11.13.14