

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between EVELYN R. CANFIELD, a widow, hereinafter referred to as "Seller", and JOSEPH PATRICK BARRY and KAREN RAE BARRY, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

A tract of land located in Section 27, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

BEGINNING at the intersection of the Easterly line of the William M. Murphy Donation Land Claim with the Northerly right of way line of Primary State Highway No. 8 as it existed in 1962, said point being marked by a bronze monument 578.09 feet Northerly from the intersection of the Easterly line of said William M. Murphy D.L.C. with the South line of said Section 27; thence along the Northerly right of way line of Primary State Highway No. 8 as follows: North 66°34' West 230.5 feet; thence North 23°26' East 20 feet; thence North 66°34' West 250 feet; thence South 23°26' West 10 feet; thence North 66°34' West 416 feet to the initial point of the tract hereby described; thence along the Northerly right of way line of said highway North 66°34' West 134 feet; thence North 23°26' East 80 feet to a concrete post; thence North 66°34' West 184.8 feet; thence South 23°26' West 30 feet; thence North 66°34' West 15.2 feet to intersection with the Southeasterly right of way line of the county road known and designated as the House Road; thence following the Southeasterly right of way line of said county road Northerly and Easterly to a point North 23°26' West 215.6 feet from the initial point; thence South 23°26' West 215.6 feet to the initial point.

SUBJECT TO easements for mains, laterals and distribution lines, charges for water service and connection fees, and assessments, if any, for capital and operating expenses of Home Valley Water District, a municipal corporation.

SUBJECT ALSO TO relinquishment of access, light, view and air from said property to the highway as provided in instrument recorded under Auditor's File No. 48265 in Book 39 of Deeds at page 226, records of said County.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of FORTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$47,000.00), of which Purchaser has paid to Seller the sum of

MILLER & LAHMANN  
ATTORNEYS AT LAW  
335 N E 5TH AVE  
CAMAS WASHINGTON 98607  
AREA CODE 206 - TELEPHONE 934 3502

FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$42,000.00 shall be due and payable in monthly installments of THREE HUNDRED NINETY AND NO/100 DOLLARS (\$390.00), or more at Purchaser's option, commencing on the 4 day of April, 1983, and continuing on the same day of each month thereafter until ten (10) years after the date of this contract upon which date the entire purchase price and interest shall be paid in full. The declining balances of the purchase price shall bear interest from the 4 day of March, 1983, at the rate of ten percent (10%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from payment to payment, and the balance credited to the principal. If any such monthly installment remains unpaid more than ten (10) days from the due date of the same, then Purchaser covenants to pay a late charge of \$10.00 for each such monthly installment so delinquent. Any such late charges when paid will not be credited to the principal balance of this contract, and any such late charges remaining unpaid may, at Seller's election, be added to the contract balance.

2. ASSIGNMENT: The interest of Purchaser in this contract shall not be assigned or otherwise transferred except with the prior written consent of Seller.

3. TAXES, INSURANCE AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid to date, and such taxes for the current year will be prorated between the parties as of the date of this contract. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Purchaser further covenants during the performance of this contract, at his sole expense, to keep the insurable buildings on the property continually insured against fire and extended coverage through a policy or policies issued by a company or companies authorized to transact such insurance business in the State of Washington to the full insurable value of the same, with proceeds of such insurance payable to the parties herein as their interests shall appear. Such policies of insurance or other proof of such insurance shall be delivered to Seller, and such policies shall contain an endorsement or other provisions to the effect that in event of cancellation of such insurance, notice of such cancellation shall be furnished to Seller by certified mail not less than ten (10) days prior to cancellation. In event of an insurable loss and the payment of insurance proceeds to Seller, then any sums so paid shall be credited upon the unpaid balance of this contract, except that in event of a partial loss the proceeds of the insurance may, with Seller's approval, be applied to the expenses of repair occasioned by any such partial loss.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on the 4 day of March, 1983, and thereafter while this contract is not in default, except that



Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit or suffer no waste thereof, to maintain the same in a good state of repair and maintenance, and ~~to make no alterations or improvements to the property, its buildings, or improvements, without Seller's prior written consent.~~ Purchaser covenants further to seasonably pay all charges incurred in connection with the premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail to pay the taxes or assessments thereon, shall neglect any other charge which in the opinion of the Seller may attach as a lien to the premises, or shall fail to properly repair or maintain the premises or its improvements, then Seller may, at her election, make any such payments, or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at her election, add the amount thereof to the unpaid balance of this contract.

Upon the final payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not be required to warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser. Seller will also furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payments of the several sums herein provided, or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of ten (10) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract. Any notice that may be required by this contract or otherwise required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

In event of a legal or equitable action to enforce any rights under this contract, or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in any such suit. If Seller is required to retain the services of an attorney-at-law due to Purchaser's default in the payment or performance of this contract, then Purchaser covenants to promptly pay on demand the reasonable charges of Seller's attorney for any correspondence, notices of other services regarding any such default, even though formal legal proceedings are not commenced regarding the same, and if Purchaser fails to promptly pay any such charges, then at the election of

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Seller, such charges shall be added to the principal balance of this contract.

IN WITNESS WHEREOF, the parties have executed this instrument this 4 day of March, 1983.

Evelyn R. Canfield  
Evelyn R. Canfield

Joseph Patrick Barry  
Joseph Patrick Barry

Karen Rae Barry  
Karen Rae Barry

S E L L E R

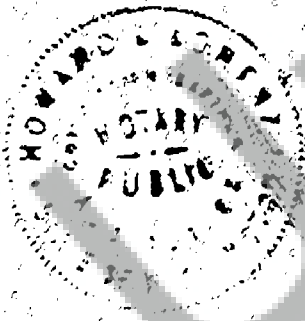
P U R C H A S E R

STATE OF WASHINGTON )  
County of Clark ) ss.

On this day personally appeared before me EVELYN R. CANFIELD, JOSEPH PATRICK BARRY and KAREN RAE BARRY, to me known to be the individuals described in and who executed the 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 4 day of March, 1983.

Howard J. Larson  
Notary Public in and for the State of Washington, residing at Camas.



SKAMMIA COUNTY TITLE CO

STEVENSON, WA.

435 P. MAR 11 83

DWD 82 45

J. M. Olson  
J. N. N.