

95358

BOOK 82 PAGE 321

REAL ESTATE CONTRACT

1. Effective Date: May 17, 1983
2. Seller: Charles O. Soelzer, a single person
3. Purchaser: Richard E. Templin and Ellen B. Templin, husband and wife
4. Property Sold. 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 thereon, situated in the County of Skamania, State of Washington:

An undivided one-half interest in the following described real property:

That portion of the West half of the Southwest quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, lying Northerly of Primary State Highway No. 14, and lying Southerly of Duncan Creek Road No. 10110.

Subject to easements, reservations and restrictions of record.

It is understood that the improvements affixed to said real property include a mobile home, which is a part of the aforescribed real property.

Seller represents that the sold property is the entire interest of the seller in said property.

5. Payment Terms. The terms and conditions of this contract are: Purchase price of the real estate is \$30,000, of which \$10,000 has been paid, the receipt of which is hereby acknowledged. The balance of \$20,000 shall be paid in monthly installments of \$264.31 per month, beginning June 17 1983, and continuing monthly thereafter on the same day of each and every month until the balance of the purchase price, both principal and interest, is fully paid. The unpaid balance of the purchase price shall at all times bear interest at the rate of 10% per annum, commencing on the effective date of this Contract. From each payment shall first be deducted the interest to date and the balance shall be applied to the principal. Permission is granted to purchaser to make larger payments at any time, or to pay this contract in full, and the interest shall immediately cease on all payments so made.

6. Fulfillment Deed. On full payment of the purchase price and interest in the manner hereinabove specified, the seller agrees to execute and deliver to purchaser a Warranty Deed to the property, free and clear of any encumbrances, except those encumbrances that may accrue hereafter due to any person other than the Seller, and except for any encumbrances that may exist against said property by reason of any acts or omissions upon the part of the purchaser.

7. Physical Possession. The purchaser is entitled to physical possession on the effective date of this Contract.

No. 9263
- TRANSACTION EXCISE TAX

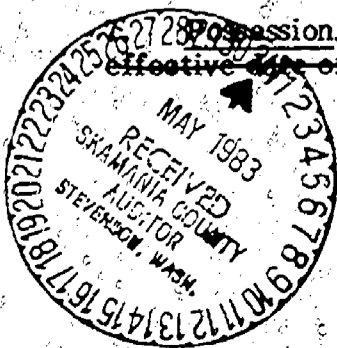
MAY 31 1983

Amount Paid \$329.00

Skamania County Treasurer
By Beverly J. Ballinger

LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
P.O. BOX 61566
VANCOUVER, WASHINGTON 98666
(206) 699-4780

Transaction in compliance with County sub-division ordinances.
Skamania County Assessor - By: 21



8. Disclaimer of Prorate Items. The parties agree that fire insurance on the improvements and real property taxes shall not be prorated.

9. Future Taxes. The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate, including the second half of real property taxes for the year 1983.

10. Insurance Paid By Purchaser. The purchaser agrees to keep the buildings now on or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to the seller and to the benefit of the seller and purchaser and encumbrancer, as their interest may appear, and to pay all premiums therefor until the purchase price has been fully paid, and to deliver to seller or to such parties as seller may direct the insurance policies, renewal notices and premium receipts.

11. Acceptance Of Premises. The purchaser agrees that a full inspection of the premises has been made. The seller shall not be liable under any agreement with respect to (a) the condition of the premises, or (b) any service, installation, maintenance, or construction charges for sewer, water or electricity, or (c) for alterations, improvements or repairs, unless the agreement is in writing and attached to this contract.

12. Waiver of Title Insurance. The parties specifically waive the provision of title insurance by the seller to the purchaser.

13. General Advancements By Seller. In case the purchaser fails to make any payments to others as herein provided or to maintain insurance, if required herein, 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 12% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights the seller might have by reason of such default.

14. Default Provisions.

(a) Right To Collect Payments. Seller may elect to bring an action on any overdue installment or on any payment or payments made by seller and repayable by purchaser. The promise to pay intermediate installments is independent of the promise to make a deed.

(b) Forfeiture Provisions. Time is of the essence of this contract. No waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the purchaser's rights herein terminated. Upon his doing so, all payments made by the purchaser and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take

possession of the property. A 30-day notice of intent to declare a forfeiture shall be made by seller in writing. Within the 30-day period the purchaser shall have the right to remove the grounds for forfeiture specified in the notice. Purchaser shall not be reinstated, however, until the purchaser has paid to the seller all expenses that seller has incurred in the declaration and service of such notice, including attorney fees incurred by seller.

(c) Attorney Fees.

(1) If this contract or any obligation contained in it is referred to an attorney for collection or realization, purchaser agrees to pay seller's attorney fees, including fees incurred with or without legal suit, expenses of searching records to determine the condition of title, and all other related legal expenses.

(2) In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party's attorney fees, together with all costs and expenses incurred in connection with such action, including the cost of searching records to determine the condition of title.

(d) Notice Provisions. Service of all demands or notices pursuant to this contract may be made by certified mail and regular mail, postage prepaid, directed to the purchaser or seller at his address stated below. The time specified in any notice shall commence to run from the date of the postmark.

(e) Acceleration. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the sums obligated to be paid by the purchaser herein to be immediately due and payable. Prior to acceleration, a 30-day notice of intent to accelerate shall be made by seller in writing. Within the 30-day period, the purchaser shall have the right to remove the grounds for acceleration specified in the notice. Acceleration shall be declared, however, unless the purchaser has paid to the seller all expenses that seller has incurred in the declaration of intention to accelerate and service of such notice, including attorney fees incurred by the seller. Upon acceleration being declared, all sums due under this contract, including all costs and attorney fees, shall immediately be payable in full, and purchaser shall have no right to bring the delinquencies current and reinstate the contract.

15. Condemnation. In the event of the taking of any part of the property for public use, all of the monies received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the seller may be required to expend in procuring such money.

16. Insurance Proceeds Applied On Contract. In the event of the destruction of any of the improvements on the property by fire or other casualty, all of the monies received by the seller by reason thereof shall be applied as a payment on

account of the purchase price of the property, less any sum which seller may be required to expend in procuring such money, or, at the election of the seller, to the rebuilding or restoration of the premises.

17. Nuisance. The purchaser will not create a nuisance or commit waste on the premises.

18. Late Charges. In the event the purchaser shall be delinquent more than fifteen (15) days in making any payment, a late charge of four percent (4%) of the delinquent payment or payments shall be made. The late charge will be computed monthly on all sums which are delinquent.

19. Collection. The seller may place this contract for collection with the agent of his choice, may transfer the collection from one agent to another, and may terminate any collection, all at seller's election.

20. Seller's Address: 0-23L Duncan Creek Road
Skamania, Washington 98648

21. Purchaser's Address: 0-23L Duncan Creek Road
Skamania, Washington 98648

WITNESS WHEREOF, the parties hereto have signed this instrument this 17 day of May, 1983.

SELLER:

Charles O. Soelzer
Charles O. Soelzer

PURCHASER:

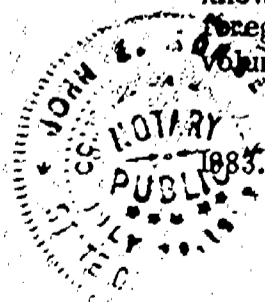
Richard E. Templin
Richard E. Templin

Ellen B. Templin
Ellen B. Templin

STATE OF WASHINGTON)
COUNTY OF CLARK) :ss

On this day personally appeared before me Charles O. Soelzer, 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 17 day of May,



John C. Morse
NOTARY PUBLIC in and for the State of Washington, residing at Vancouver.