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SK-13374
02-05-32-2-0-0302-00

REAL ESTATE CONTRACT

THIS AGREEMENT made this day between SHIRLEY WILSON, a single person, hereinafter called "Seller", and TODD PRINCE and RANDI PRINCE, husband and wife, of MP0.44L Skye Road, Washougal, Washington 98671, hereinafter called "Buyers",

W I T N E S S E T H:

1. PREMISES SOLD: That the Seller will sell to the Buyers, their heirs and assigns, and Buyers will buy of the Seller, her heirs, executors, administrators and assigns, the following described real property situate in Skamania County, Washington:

County of Skamania, State of Washington:

BEGINNING at the Northwest corner of Section 32, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington; thence South $01^{\circ}38'44''$ East, as measured along the West line of the Northwest quarter of said Section 32, 370.52 feet to the point of beginning of the tract herein conveyed; thence continuing South $01^{\circ}38'44''$ East, along the West line of said Section 409.75 feet; thence South $76^{\circ}35'51''$ East 496.35 feet; thence North $01^{\circ}38'44''$ West 513.23 feet; thence North $88^{\circ}36'50''$ West 480 feet to the point of beginning.

Also known as Lot 2 of Wilson Short Plat No. 1 filed under Auditor's File No. 94893 on October 18, 1982 in Book 3 of Short Plats, at page 37, records of Skamania County, Washington.

Together with an easement for ingress and egress over Wilson Road and private driveway as are delineated on Wilson Short Plat No. 1 filed under Auditor's File No. 94893, on October 18, 1982 in Book 3 of Short Plats, at page 37, records of Skamania County, Washington.

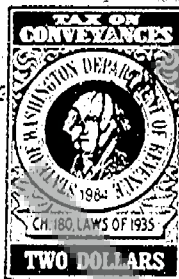
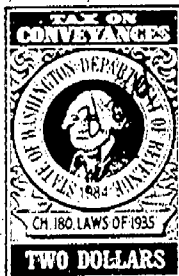
Subject to an easement for ingress and egress over private driveway as delineated on aforescribed Wilson Short Plat.

2. PURCHASE PRICE: The purchase price for said real property is the sum of Eight Thousand Seven Hundred Fifty and no/100 Dollars (\$8,750.00), of which the Buyers have paid unto the Seller the sum of \$750.00, receipt of which is hereby acknowledged by the Seller, and the balance of \$8,000.00 shall be paid in monthly installments of \$100.00, or more, commencing on the 1st day of April, 1984, with a like installment due on the 1st day of each month thereafter until the balance of the purchase price, together with interest, is paid in full.

All payments shall include interest on the unpaid balance owed from time to time at the rate of eight and one-half (8-1/2%) percent per annum computed from the date of this agreement, until said balance of the purchase price, together with interest is paid in full.

Buyer reserves the right to pay the balance due on this Contract in full at any time without penalty.

All payments under this Contract shall be made to the Seller's order at Heritage Bank, 430 N.E. Adams Street, Camas, Washington 98607, or at such other place as the Seller shall in writing direct. In the event said monthly installment is not paid by the 15th day of the month when due, Buyers shall pay a late charge of \$5.00.



3. POSSESSION: It is understood and agreed that possession to said premises is to be delivered to Buyers as of the date of this agreement.

4. BUYERS' COVENANTS: Buyers covenant and agree to the following terms and conditions, to-wit: To make the payments above agreed to promptly, in the manner and on the dates above named; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Seller, or her agents to enter into or upon said premises at any reasonable time to inspect the same; and to pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Seller in and to said property.

5. SELLER'S COVENANTS: The Seller agrees that when the Buyers shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the Seller to or for the benefit of the Buyers or for the protection of the property or of this Contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this Contract, to make, execute and deliver to the Buyers, or assigns, a good and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances, except those of record mentioned herein, and it is understood and agreed that the warranties of said deed shall, after the date of this Contract, apply only to the acts of the Seller and shall not include any taxes or assessments which may have become a lien after the date of this Contract. Seller further agrees to furnish to Buyers a policy of title insurance insuring their legal title to said real estate as of the date of this Contract within ninety (90) days of the date of this agreement.

6. ASSIGNMENT: It is agreed that no assignment of this Contract nor any contract to assign this Contract and no contract whereby the title or possession of the above-described real estate shall be transferred, shall be valid unless the same shall be consented to by the Seller in writing, and any attempted assignment, contract to assign, or contract to transfer the title or possession of said premises by the Buyers, shall be void unless consented to as above provided and shall be a default under the terms and conditions hereof.

7. FORFEITURE: Time is of the essence of this Contract, and if the Buyers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained, on the part of the Buyers to be performed, then the Seller shall have the right to declare this Contract null and void; and if the Buyers shall fail to make good such default within thirty (30) days after the Seller shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Buyers or mailing same by certified mail to said Buyers at their last known address or to the address given on this Contract, at the Seller's option, then, and in that event, all of the Buyers' rights under this Contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revest in, the Seller without further action on the part of the Seller and without any right of the Buyers to reclamation or compensation for money paid, or for improvements made on said premises, and all money theretofore paid to the Seller under this Contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Seller in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the Seller for the Buyers' failure to complete this Contract.

8. OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Seller may, at her election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments, made by the Seller and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Seller may, in the event of such default, at her election, declare the entire unpaid balance immediately due and payable and bring such action or actions as she may deem appropriate to effect collection thereof.

It is agreed that any such action is an action arising on Contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

9. COSTS AND ATTORNEYS' FEES:

(a) If this Contract or any obligation contained in it is referred to any attorney for collection, forfeiture or realization, Buyers agree to pay to Seller a reasonable attorneys' fee (including fees incurred with or without legal suit), expenses of title search and all other legal expenses. If any such fee is not paid within thirty (30) days after Buyers are billed, said amount shall be added to the balance of the unpaid purchase price then due.

(b) In the event litigation arises out of this Contract, the losing party agrees to pay the prevailing party a reasonable attorneys' fee, together with all costs and expenses incurred in connection with such action, including the reasonable cost of searching the records to determine the condition of title at the time suit is commenced.

10. REPRESENTATIONS: Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promise, representation, statement or warranties, expressed or implied, including, but not limited to zoning classification or regulations or availability of water, shall be binding on the Seller unless expressly contained herein. Buyers further acknowledge said premises will not meet the percolation test required by Skamania County, Washington for a sanitary disposal system permit.

11. WAIVER: No assent, expressed or implied, by Seller, to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16th day of March, 1984.

Shirley J. Wilson
Shirley Wilson

"SELLER"

Todd Prince
Todd Prince

Randi Prince
Randi Prince

"BUYERS"


STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me SHIRLEY WILSON, a single person, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Real Estate Contract

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GIVEN under my hand and official seal this 16th day of March,
1984.


Notary Public in and for the State of
Washington, Residing at Camas.

1707
TRANSACTION
MAR 21 1984
Amount Paid \$13.03
By Shamania County Treasurer

STATE OF WASHINGTON)
COUNTY OF CLATSOP)
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF SALE WAS FILED BY
Shamania Co. Title Co.

OF Shamania Co.

AT 11:46 A.M. 3-21-84

WAS REC'D 8.3

Rec'd 2.3.3

RECORDED IN CLATSOP COUNTY WITH

Harvey M. Olson

CLERK

E. McFarland DEPUTY