



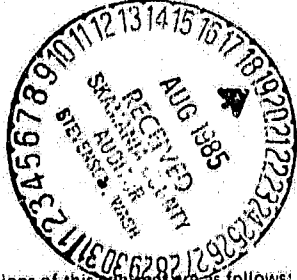
REAL ESTATE CONTRACT (FORM A-1964)

03-75-36-0-0-4700-00 ES-326 SK-13870

THIS CONTRACT, made and entered into this 15TH day of AUGUST, 1985 between DAVID M. ROSETA AND NORMA L. ROSETA, HUSBAND AND WIFE, hereinafter called the "seller," and J. SCOTT MCALLISTER AND AMY L. MCALLISTER, 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:

SEE ATTACHED LEGAL DESCRIPTION



The terms and conditions of this contract are as follows: The purchase price is TWENTY THREE THOUSAND AND NO/100'S \$23,000.00 Dollars, of which TWO THOUSAND FIVE HUNDRED AND NO/100'S \$2,500.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: TWO HUNDRED TWENTY FIVE AND NO/100'S \$225.00 Dollars, or more at purchaser's option, on or before the 15TH day of SEPTEMBER, 1985 and TWO HUNDRED TWENTY FIVE AND NO/100'S \$225.00 Dollars, or more at purchaser's option, on or before the 15TH day of each succeeding calendar month 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 10% per cent per annum from the 15TH day of AUGUST, 1985 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

FIRST INDEPENDENT BANK P.O. BOX 340 STEVENSON, WA 98648



10427 REAL ESTATE EXCISE TAX AUG 20 1985 \$246.10 PAID Beverly J. Mallipo Dept

As referred to in this contract, "date of closing" shall be AUGUST 15, 1985

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on said real estate... (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured... (3) The purchaser agrees that full inspection of said real estate has been made... (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate... (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance... 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... c. Any existing contract or contracts under which seller is purchasing said real estate... (6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate...

(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:

EASEMENT AND RIGHTS OF WAY FOR COUNTY ROADS KNOWN AND DESIGNATED AS LUCAS STREET AND SECOND GUIDE MERIDIAN ROAD.

*If seller decides to sell contract at a discount, Buyer shall have first right of refusal.*

(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 the buildings and other 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) In case the purchaser fails to make any payment herein provided or to maintain insurance, 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.

(10) 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.

(11) 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.

*David M. Roseta* (SEAL)

*Normed L. Roseta* (SEAL)

*Scott McAllister* (SEAL)

*Amy J. McAllister* (SEAL)

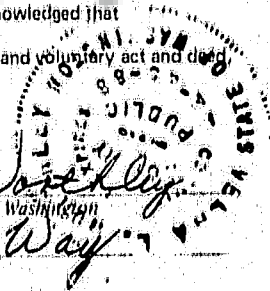
STATE OF WASHINGTON, }  
County of *King* } ss.

On this day personally appeared before me *David M. Roseta or Normed L. Roseta*

to me known to be the individual 2 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 August, 1985.

*Debra L. Woodley*  
Notary Public in and for the State of Washington  
residing at *Federal Way*



STATE OF WASHINGTON, }  
County of *Kennecook* } ss.

On this day personally appeared before me J. Scott McAllister  
and Amy L. McAllister

to me known to be the individual 2 described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 19th day of August, 1985

*Jerry D. Johnson*  
Notary Public in and for the State of Washington, residing at *Sturtevant*



A TRACT OF LAND LOCATED IN THE HENRY SHEPARD DONATION LAND CLAIM IN SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, AND CONSISTING IN PART OF A PORTION OF LOT 14 OF STEVENSON PARK ADDITION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SHEPARD D.L.C. EAST 136.8 FEET FROM THE NORTHWEST CORNER OF LOT 14 AFORESAID; THENCE SOUTH 129.74 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD KNOWN AND DESIGNATED AS LUCAS STREET; THENCE EAST 122.93 FEET, MORE OR LESS, FOLLOWING THE NORTHERLY LINE OF SAID ROAD TO INTERSECTION WITH THE SECOND GUIDE MERIDIAN EAST; THENCE SOUTH ALONG SAID MERIDIAN TO INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD KNOWN AND DESIGNATED AS STRAWBERRY ROAD; THENCE IN A NORTHERLY DIRECTION FOLLOWING THE NORTHERLY RIGHT OF WAY LINE OF SAID STRAWBERRY ROAD TO INTERSECTION WITH THE NORTH LINE OF THE SHEPARD D.L.C.; THENCE WEST FOLLOWING THE NORTHERLY LINE OF SAID SHEPARD D.L.C. AND CROSSING THE SECOND GUIDE MERIDIAN EAST TO THE POINT OF BEGINNING.

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA } SS

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF RECORD FILED BY  
Skag Co. Latta Co  
OF Stevenson Park  
AT 4:00 .. 8-19 1984

WAS RECORDED IN BOOK 87  
921

RECORDS OF SKAMANIA COUNTY WITH  
Henry W. Cross  
COUNTY AUDITOR  
E. McFarland COUNTY

Registered   
Indexed, Dir   
Indirect   
Filmed   
Mailed

