

(UNIMPR.)

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between CARL E. LEHMAN and ANNA E. LEHMAN, husband and wife,

hereinafter referred to as "Seller", and DAVID L. PEARSON and MARY K. PEARSON, 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 the 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 Skamania County, State of Washington:

A parcel of land in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 34, Township 2 North, Range 5 E.W.M., described as follows: Beginning at the Southeast corner of the NW1/4 of the NW1/4 of the said Sec.34; thence North 00°40'49" West along the East line of said NW1/4 of the NW1/4 of Section 34, 561.87 feet; thence North 13°24'55" West along the West edge of the right of way of the Washougal River Road 84.46 feet to the true point of beginning; thence South 75°39'39" West 294.33 feet; thence North 24°44'50" West 24.39 feet; thence South 75°49'03" West 534.02 feet to a point on the East edge of a 30 feet driveway; thence North 08°31'03" West along the East edge of said driveway 135.00 feet; thence North 73°36'47" East 497.14 feet; thence North 79°24'22" East 312.80 feet to the West edge of the right of way of the Washougal River Road; thence South 22°07'01" East along the said right of way 83.60 feet; thence South 13°24'55" East along the said right of way 74.27 feet to the true point of beginning.

SUBJECT TO easement for water pipeline over the Westerly portion of the property as granted to Harry A. Varney, et ux, by instrument recorded in Book 63, page 953, records of said County.

TOGETHER WITH the right to use the private roadway known as Cathmar Park Lane for ingress and egress to and from said property to the public road, which roadway runs from the Westerly end of said property described herein in a Southerly and Easterly direction to the Washougal River Road.

TOGETHER WITH easement for ingress, egress and utilities on and over a 30 foot strip of land described as follows: Beginning at the Southeast corner of the parcel hereinabove described; thence South 75°39'39" West 294.33 feet to the point of beginning of said strip of land; thence South 00°04'04" East 122.70 feet to the North line of the private roadway; thence North 77°12'20" East along said North line 30 feet; thence North 00°04'04" West 122.70 feet to the South line of the above described parcel; thence South 75°39'39" West 30 feet to the point of beginning of said 30 foot strip.

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

1. CONSIDERATION AND PAYMENT: The total sale and purchase price is the sum of TWELVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$12,250.) which shall be due and payable by Purchaser to Seller in monthly installments of TWO HUNDRED DOLLARS (\$200.00), or more at Purchaser's option, commencing on the 1st day of August, 1986, and

JEFFERSON D. MILLER
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AREA CODE 509-TELEPHONE 834-3802

FILED FOR RECORD
OCT 17 1986
BY JEFFERSON D. MILLER

OCT 17 1 26 PM '86
J. Pearson, Dep.
CARL E. LEHMAN

11011

REAL ESTATE EXCISE TAX

OCT 17 1986

PAID 131.08

Jan R. Wyninger Deputy

Filed
Noted

continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining principal balances of the purchase price shall bear interest from August 1, 1986, at the rate of TWELVE PERCENT (12%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from payment to payment, and the balance will be credited to the principal.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the first half of 1986. 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.

3. 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.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property upon the execution of this contract 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 and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said 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 or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of

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

3- My Commission expires: 7-19-90