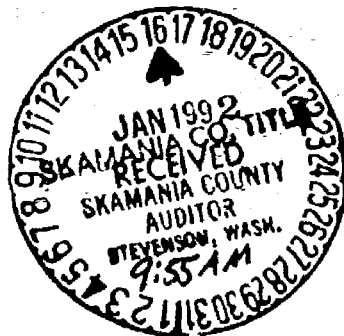


WHEN RECORDED RETURN TO
L. EUGENE HANSON
ATTORNEY AT LAW
P.O. BOX 417
WHITE SALMON, WASHINGTON 98672

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filmed 1/22/92
Mailed



REAL ESTATE CONTRACT

1. PARTIES AND DATE: This Contract is entered into on the 14th day of January, 1992, between Lewis J. Rist, a single man, as "Seller" and William Edward Edge, a single man, as "Purchaser", the same being a substitute contract for the one intended to be concluded by the parties effective October, 1, 1986 but never consummated.

2. SALE AND LEGAL DESCRIPTION: Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Skamania County, Washington:

Lot 2 of the Lewis Rist Short Plat in the NE 1/4 of the SW 1/4 of Section 14, Township 3 North, Range 9E, W.M., recorded in Book 3 of Short Plats, page 179 records of Skamania County, Washington; subject to Private Road Agreement recorded in Book 121, page 761, records of Skamania County Auditor.

14741
REAL ESTATE EXCISE TAX

PAID 125.00
J.W. Deputy
SKAMANIA COUNTY TREASURER

3. (a) PRICE: Purchaser agrees to pay:

Total Purchase Price	\$10,000.00
Down Payment	\$ 200.00
Results in	\$ 9,800.00 Amount financed by Seller.

(b) PAYMENT OF AMOUNT FINANCED BY SELLER: Purchaser agrees to pay the sum of Nine Thousand Eight Hundred Dollars (\$9,800.00) as follows:

\$200.00, or more at Purchaser's option on or before the 10th day of January, 1992, and a like amount or more at Purchaser's option each and every month thereafter on the same day thereafter until paid in full. The outstanding balance of the purchase price shall at all times bear daily interest at the rate of nine and one-half percent (9 1/2%) per annum from the 10th day of January, 1992. From each such payment so made shall first be deducted interest due to date and the balance thereof shall be applied in reduction of principal.

Glenda J. Kirkman, Skamania County Assessor
By: [Signature] Parcel # 2-9-14-2406

Payment shall be made to L. Eugene Hanson Trust Account, P.O. Box 417, White Salmon, Washington 98672 all in accordance with escrow instructions signed by the parties. Credit shall be given to Purchaser on the escrow amount now due for all sums paid Seller since October 1986. The escrow instructions are part and parcel of this contract.

4. FULFILLMENT DEED: Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract, by through or under persons other than the Seller herein.

5. POSSESSION: Purchaser now has possession of the property.

6. TAXES, ASSESSMENTS AND UTILITY LIENS: Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchaser agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. All taxes paid by Lewis J. Rist since January 1, 1987, but not any interest or penalties, shall be repaid to Seller.

7. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS: If Purchaser fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Purchaser shall forthwith pay Seller the amount hereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

8. CONDITION OF PROPERTY: Purchaser accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.

9. DEFAULT: If the Purchaser fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) Suit for Installments. Sue for any delinquent periodic payment; or

(b) Specific Performance. Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or

(c) Forfeit Purchaser's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) The Purchaser's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made shall belong to the Seller; and (v) Purchaser shall be required to surrender possession of the property and improvements to the Seller ten (10) days after the forfeiture.

(d) Acceleration of Balance Due. Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, if any, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest and late charges, if any, and reasonable attorney's fees and costs.

10. PURCHASER'S REMEDY FOR SELLER'S DEFAULT: If Seller fails to observe or perform any term, covenant or condition of this Contract, Purchaser may, after thirty (30) days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

11. NON-WAIVER: Failure to either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and

shall not prejudice any remedies as provided herein.

12. ATTORNEYS' FEES AND COSTS: In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

13. NOTICES: Notices shall be either personally served or shall be sent certified mail, return receipt requested by regular first class mail to Purchaser at 4812 East M Street, Tacoma, Washington 98404, and to Seller at P.O. Box 2343, Calhoun, Georgia 30701, or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

14. TIME FOR PERFORMANCE: Time is of the essence in performance of any obligations pursuant to this Contract.

15. SUCCESSORS AND ASSIGNS: Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and Buyer.

W.S.S.
J.G.B.
16. PERMISSION TO SELL: Purchaser must obtain written permission from Seller before Purchaser, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contract to convey, sell, lease or assign, (f) grants an option to buy the property, or sale of any of the Purchaser's interest in the property or this Contract. Such permission by Seller shall not be unreasonably withheld.

17. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER:

PURCHASER:

[Handwritten signature of Seller] *[Handwritten signature of Purchaser]*

STATE OF GEORGIA
COUNTY OF GORDON ss.

I certify that I know or have satisfactory evidence that Lewis J. Rist, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3rd day of January, 1992.

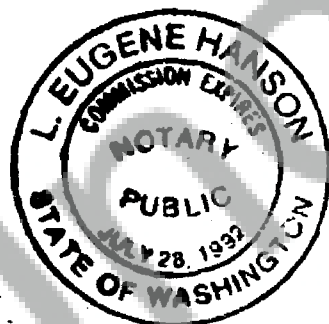
Lane J. Ols
Notary Public in and for the State
of Georgia, residing at
Calhoun, Gordon

My Commission expires: 1-15-93

STATE OF WASHINGTON)
COUNTY OF Klickitat ss.

I certify that I know or have satisfactory evidence that William Edward Edge, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 14th day of January, 1992.



L. Eugene Hanson
Notary Public in and for the State
of Washington, residing at
Goldendale

My Commission expires: 5/28/92