

REAL ESTATE CONTRACT

SEP 18 777

119797

BOOK 144 PAGE 69

THIS AGREEMENT, Made and entered into this 21 day of June, 1994, by and between
SHIRLEY M. DAY, a single woman, hereinafter called the Seller,
residing in the City of Gresham, State of Oregon,
and GLEND A THOMAS, husband and wife, hereinafter called the Purchaser, residing in the City of
Stevenson, State of Washington

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

A tract of land located in Section 1, Township 2 North, Range 7 EWM, described as follows:

Beginning at a point 704 1/2 feet west and 250 feet south of the northeast corner of Government Lot 9 of the said Section 1; thence south 100 feet; thence west 50 feet; thence north 100 feet; thence east 50 feet to the point of beginning;

TOGETHER WITH an easement for a roadway along a strip of land 14 feet in width on the south side of the above described tract and right to use for ingress and egress roadway reserved for the benefit of this and other land from 2nd St. there situated in Skamania County, State of Washington on the following terms: the total purchase price is FORTY SEVEN THOUSAND AND NO/100xxxxxxx Dollars (\$47,000.00) of which the sum of ELEVEN THOUSAND, SEVEN HUNDRED FIFTY AND NO/100xxx Dollars (\$11,750.00) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of THIRTY FIVE THOUSAND TWO HUNDRED FIFTY AND NO Dollars (\$35,250.00) to be paid in the amounts and at the times stated as follows:

THREE HUNDRED SIXTY SEVEN DOLLARS AND 22/100 (\$367.22) PER MONTH PAYABLE ON THE 15th DAY OF EACH MONTH BEGINNING JULY 15, 1994 AND CONTINUING FOR TWELVE YEARS OR UNTIL PAID IN FULL.

REAL ESTATE EXCISE TAX

16702

JUN 24 1994

PAID 719.10 (661.60 + 117.50)

with interest on all deferred payments, to be computed from the date of this agreement at the rate of 7.25 per cent per annum and to be paid on each principal paying date. Purchaser may make larger payments at anytime. SKAMANIA COUNTY TREASURER interest shall immediately cease on payments so made.

It is agreed that the Purchaser shall have possession of said premises from the 24th day of June, 1994, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent. Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than FORTY SEVEN THOUSAND AND NO/100xxxxxx Dollars (\$47,000.00).

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance; and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 7.25 per cent per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss and damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the Purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written and recorded notice to the Purchaser, and at the expiration of 90 days thereafter this agreement shall be at an end and null and void if in the meantime the terms of the agreement have not been complied with by Purchaser. In such event and upon Seller doing so, and upon compliance with the provisions of R.C.W. 61.30, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: P.O. Box 341, Carson, Washington 98610 or at such other address as the Purchaser shall indicate to the Seller or Seller's agent or attorneys in writing or which is known to the one giving notice.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made at
It is further agreed that:

22313 SE Morrison Street,
Gresham, OR 97030

BOOK 144 PAGE 70

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

Purchaser

Seller

STATE OF Washington }

County of Skamania }

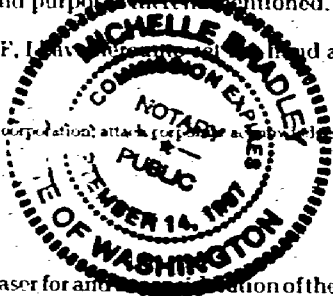
ss.

(INDIVIDUAL ACKNOWLEDGMENT)

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 24th day of June, 1994, personally appeared before me David + Glenda Thomas and Shirley M. Day, the individual(s) described as seller and who executed the within instrument, and acknowledged that they signed the same their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(If seller is a corporation, attach certificate of incorporation.)



Michelle Bradley Michelle Bradley
Notary Public in and for the State of Washington
My appointment expires: 9-14-97

ASSIGNMENT BY PURCHASER

The within named Purchaser for and in consideration of the sum of _____ Dollars (\$ _____) does assign and convey all right and title in and to the within contract and the property described therein unto

and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said purchaser. Said assignee hereby assumes and agrees to fulfill the terms and conditions of said real estate contract.

Dated this _____ day of _____

Assignee(s)

Assignor(s)

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

JUN 24 2 58 PM '94

P. Lowry
AUDITOR

GARY M. OLSON

ASSIGNMENT BY SELLER

The within named seller for and in consideration of the sum of _____ Dollars (\$ _____) hereby assigns all his right and title to the within contract to _____ and said assignee(s) hereby assume(s) and agree(s) to be bound by the terms and conditions of said real estate contract.

Dated this _____ day of _____

Assignee(s)

Assignor(s)

(Deed from seller to assignee must be given with this assignment.)

STATE OF _____ }

County of _____ }

ss.

(INDIVIDUAL ACKNOWLEDGMENT)

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this _____ day of _____, personally appeared before me _____, executed the above assignment, and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of _____
My appointment expires: _____