

REAL ESTATE CONTRACT

122005

5272 19210

BOOK 149 PAGE 126

THIS AGREEMENT, Made and entered into this 13th day of March, 1995, by and between FRED MAC DONALD and JUNE MAC DONALD, husband and wife hereinafter called the Seller, residing in the City of Stevenson, State of Washington, and AL MARTIN and COLLETTE M. MARTIN, 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:

The real property described in Exhibit A, attached hereto and fully incorporated herein by this reference.

This Real Estate Contract is subject to the terms and conditions set forth in Exhibit B, attached hereto and fully incorporated herein by this reference.

Registered ☒
Advised, Dir ☒
Noted ☒
Filed ☐
Voted ☐

situated in Skamania County, State of Washington, on the following terms: the total purchase price is Thirty Five Thousand and no/100 Dollars (\$ 35,000.00) of which the sum of One Thousand Three Hundred Twenty Seven and 96/100 Dollars (\$ 1,327.96) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of Thirty Three Thousand Six Hundred Seventy Two & 04/100 Dollars (\$ 33,672.04) to be paid in the amounts and at the times stated as follows:

Said balance shall be paid in monthly installments of not less than \$350.00 each, including interest from March 13, 1995, ~~the first day of~~ said installments to be paid on March 15, 1995, and a like installment to be paid on the 15th day of each and every month thereafter until the entire purchase price is paid, including principal and interest,

with interest on all deferred payments, to be computed from the date of this agreement at the rate of -7- per cent per annum and to be paid on each principal paying date. Purchaser may make larger payments at anytime, or pay the contract in full, and interest shall immediately cease on all payments so made.

It is agreed that the Purchaser shall have possession of said premises from the 13th day of March, 1995, 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 the then full insurable value Dollars (\$ _____).

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- 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: 1922 Duncan Creek Road, Stevenson, Washington 98648 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:

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

Purchaser AL MARTIN
COLLETTE M. MARTIN

Seller FRED MAC DONALD
JUNE MAC DONALD

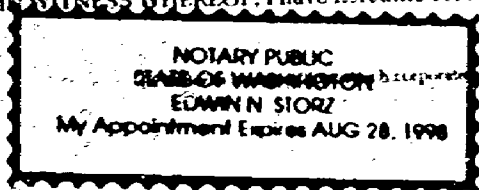
STATE OF Washington

County of Clark

(INDIVIDUAL ACKNOWLEDGMENT)

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 13th day of March, 1995, personally appeared before me AL MARTIN and COLLETTE M. MARTIN to me known to be the individual(s) described as seller and who executed the within instrument, and acknowledged that they signed the same as 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.



Edwin N. Storz
Notary Public in and for the State of WASHINGTON
My appointment expires: AUG 28, 1998

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) _____

Gary M. Olson, Shadle County Auditor

4-4-95 Filed # 92-628-02-402
NO

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 assumes(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) _____

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

APR 4 2 27 PM '95

P. Olsson
AUDITOR
GARY M. OLSON

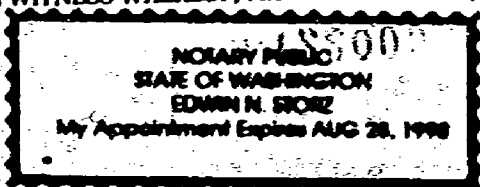
STATE OF Washington

County of Clark

(INDIVIDUAL ACKNOWLEDGMENT)

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 13th day of March, 1995, personally appeared before me FRED MAC DONALD and JUNE MAC DONALD to me known to be the individual(s) described in and who executed the above assignment, and acknowledged that they signed the same as 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.



Edwin N. Storz
Notary Public in and for the State of WASHINGTON
My appointment expires: AUG 28, 1998

EXHIBIT "A"

Real Estate Contract
(Mac Donald to Martin)

A tract of land in the Northwest quarter of the Southeast quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the MacDonald Short Plat recorded in Book 3 of Short Plats, Page 253, Skamania County Records.

TOGETHER WITH a thirty feet nonexclusive easement for access and for utilities with the centerline of such described as follows: Beginning at the Northwest corner of the above described Lot 1 of the MacDonald Short Plat; thence South 0 degrees 55' 05" West a distance of 292.90 feet; thence South 37 degrees 32' 05" East a distance of 73.21 feet; thence South 88 degrees 54' 56" East a distance of 103.12 feet to the true point of beginning; thence South 19 degrees 46' 49" East a distance of 32.74 feet; thence South 26 degrees 13' 09" East a distance of 50.23 feet; thence South 32 degrees 05' 52" East a distance of 49.00 feet; thence South 18 degrees 59' 31" East a distance of 46.41 feet; thence South 05 degrees 42' 38" East a distance of 46.39 feet; thence South 21 degrees 27' 55" West a distance of 59.28; thence South 56 degrees 52' 54" West a distance of 66.29 feet; thence North 86 degrees 30' 34" West a distance of 63.09 feet; thence South 74 degrees 29' 13" West a distance of 68.81 feet; thence South 48 degrees 05' 34" West a distance of 75.46 feet; thence South 54 degrees 01' 24" West a distance of 39.72 feet; thence South 64 degrees 01' 24" West a distance of 23.14 feet; thence South 52 degrees 33' 20" West a distance of 57.44 feet; thence South 61 degrees 07' 43" West a distance of 74.57 feet; thence South 53 degrees 53' 38" West a distance of 57.06 feet; thence South 53 degrees 53' 38" West a distance of 24.42 feet to the center line of Duncan Creek Road.

SUBJECT TO THE FOLLOWING: (1) Rights of others thereto entitled in and to the continued uninterrupted flow of Duncan Creek, and rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof; (2) Any adverse claims based upon the assertion that Duncan Creek, has moved; (3) Right of Way Contract, including the terms and provisions thereof, in favor of Pacific Northwest Pipeline Corporation, recorded April 16, 1956, in Book 41, Page 400, Skamania County Deed Records; and (4) Easement for Access and Utilities, as shown on the recorded Short Plat.

Jm *An*
fma *Cum*

17258
REAL ESTATE EXCISE TAX

APR 04 1995
PAID 448.00
W
SKAMANIA COUNTY TREASURER

REVISED EXHIBIT "B"

March 13, 1995 Real Estate Contract
(Mac Donald to Martin)

The above referenced Real Estate Contract is hereby subject to the following terms and conditions:

1. Purchaser hereby agrees to be responsible for, pay and hold Seller harmless for the following expenses related to this transaction: Any and all escrow costs; Washington States Excise Tax; a Purchaser's policy of title insurance in the amount of \$35,000; any and all recording fees; and any and all real estate taxes and other items levied against the real property after November 1, 1993, and any taxes and other items for 1993, even if levied prior to November 1, 1993, which are to be prorated between Seller and Purchaser as of November 1, 1993.

2. Purchaser shall install, maintain and be responsible for and pay all costs related to a 30 feet wide access road on the above described 30 feet easement from Duncan Creek Road to the above described five acre parcel.

3. Purchaser intends to locate a mobile home on the above described five (5) acres. In such event, said mobile home shall remain the personal property of the Purchaser's unless the option set forth in paragraph 4 herein below is exercised.

4. In the event that Purchaser's decide to sell, transfer or otherwise dispose of the subject parcel, Seller shall have the first right to repurchase the above described real property, improvements thereto and the mobile home located thereon. In the event Seller gives notice of intent to repurchase, Seller shall be able to repurchase from Purchaser for Purchaser's out-of-pocket expenditures (not including interest), such being the purchase price of the real property, the appraised then fair market value of the mobile home, the out-of-pocket expenditures on improvements thereto and the foreseeable costs of sale (such here and after referred to as "costs"), less any balance owing Seller on this contract, plus up to \$15,000 of the excess of the sale price over said costs. In the event Seller does not give notice within 30 days that he intends to match an offer from a third party and said real property and improvements are sold to such third party, Seller shall receive all receipts in excess of costs up to a maximum of \$15,000.

Fred Mac Donald
FRED MAC DONALD

Al Martin
AL MARTIN

Jane Mac Donald
JANE MAC DONALD

Collette M. Martin
COLLETTE M. MARTIN