

93268

REAL ESTATE CONTRACT

THIS AGREEMENT made this day between SHIRLEY WILSON, a single person, hereinafter called "Seller", and TODD PRINCE and RANDI PRINCE, husband and wife, of M.P. 0.44L Skye Road, Washougal, Washington 98671, hereinafter called "Buyers",

W I T N E S S E T H:

1. PREMISES SOLD: That the Seller will sell to the Buyers, their heirs and assigns, and Buyers will buy of the Seller, her heirs, executors, administrators and assigns, the real property situate in Skamania County, Washington, described with particularity on Schedule A attached hereto, with appurtenances thereunto belonging on the following terms and conditions.

2. PURCHASE PRICE:

A. The purchase price for Parcel 1 of said real property is the sum of Twenty-Six Thousand and No/100 Dollars (\$26,000.00), of which the Buyers have paid unto the Seller the sum of \$2,620.00, receipt of which is hereby acknowledged by the Seller, and the balance of \$23,380.00 shall be paid in monthly installments of \$220.00, or more, commencing on the 1st day of October, 1981, with a like installment due on the 1st day of each month thereafter until September 1, 1984 at which time the monthly installment shall increase to \$320.00, or more, and shall continue monthly thereafter until the balance of the purchase price, together with interest is paid in full.

B. The purchase price for Parcel 2 of said real property is the sum of Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$37,500.00), of which the Buyers have paid unto the Seller the sum of \$2,500.00, receipt of which is hereby acknowledged by the Seller, and the balance of \$35,000.00 shall be paid in monthly installments of \$333.82, or more, commencing on the 1st day of October 1981, with a like installment due on the 1st day of each month thereafter until September 1, 1991, at which time the balance of the purchase price, together with interest is paid in full.

All payments shall include interest on the unpaid balance owed from time to time at the rate of eleven (11%) percent per annum computed from September 1, 1981, until said balance of the purchase price, together with interest is paid in full.

Buyers reserve the right to pay the balance due on this Contract in full at any time without penalty.

All payments under this Contract shall be made to the Seller's order at Heritage Bank, 430 N.E. Adams Street, Camas, WN 98607, or at such other place as the Seller shall in writing direct. In the event said monthly installment is not paid by the 15th day of the month when due, Buyers shall pay a late charge of \$5.00.

3. POSSESSION: It is understood and agreed that possession to said premises is to be delivered to Buyers on the 1st day of September, 1981.

4. TAXES: The 1981 real estate taxes shall be pro-rated between Buyers and Sellers as of September 1, 1981.

5. BUYERS' COVENANTS Buyers covenant and agree to the following terms and conditions, to-wit: To make the payments above agreed to promptly, in the manner and on the dates above-named; to take the property hereby in the condition as it stands as of September 1, 1981, and to pay the consideration agreed upon, regardless of any loss, destruction or damage to any of the improvements thereon by fire, condemnation proceedings or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Seller, or her agents to enter

Transaction in compliance with County subdivision ordinances,
Skamania County Assessor - By: *[Signature]*

ROLL 111981A
MARRIAGE APPLICATIONS
DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS

Real Estate Contract:

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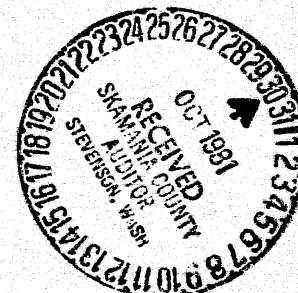
into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Seller in and to said property; and not to cut or destroy any trees growing upon said premises without the written consent of the Seller.

6. **SELLER'S COVENANTS:** The Seller agrees that when the Buyers shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made upon the Seller to or for the benefit of the Buyers or for the protection of the property or of this Contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this Contract, to make, execute and deliver to the Buyers or assigns a good and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances, except those of record mentioned herein, and it is understood and agreed that the warranties of said deed shall, after the date of this Contract, apply only to the acts of the Seller and shall not include any taxes or assessments which may have become a lien after the date of this Contract. Seller further agrees to furnish to Buyers a policy of title insurance insuring their legal title to said real estate as of the date of this Contract at the time the Warranty Deed is to be delivered to Buyers.

7. **ASSIGNMENT:** It is agreed that no assignment of this Contract nor any contract to assign this Contract and no contract whereby the title or possession of the above described real estate shall be transferred, shall be valid unless the same shall be consented to by the Seller in writing, and any attempted assignment, contract to assign, or contract to transfer the title or possession of said premises by the Buyers, shall be void unless consented to as above provided and shall be a default under the terms and conditions hereof.

8. **FORFEITURE:** Time is of the essence of this Contract, and if the Buyers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Seller shall have the right to declare this Contract null and void; and if the Buyers shall fail to make good such default within thirty (30) days after the Seller shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Buyers or mailing same by certified mail to said Buyers at their last known address or to the address given on this Contract, at the Seller's option, then, and in that event, all of the rights under this Contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revest in, the Seller without further action on the part of the Seller and without any right of the Buyers to reclamation or compensation for money paid, or for improvements made on said premises, and all money theretofore paid to the Seller under this Contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Seller in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the Seller for the Buyers' failure to complete this Contract.

The remedy of forfeiture as provided for in this Section is intended to be divisible. Should Buyers fail to make the payments for either Parcel 1 or Parcel 2 as provided for in Section 2, paragraphs A and B, respectively, then the remedy of forfeiture may be pursued as to the Parcel for which payments are in default and in such case the forfeiture shall be partial only.



Real Estate Contract:

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9. OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Seller may, at her election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments, made by the Seller and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Seller may, in the event of such default, at her election, declare the entire unpaid balance immediately due and payable and bring such action or actions as she may deem appropriate to effect collection thereof.

It is agreed that any such action is an action arising on Contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

10. COURT COSTS AND ATTORNEYS' FEES: In any action by the Seller to procure an adjudication of the termination of Buyers' rights under this Contract or to recover any intermediate installments or any advances repayable to Seller, or in any action to recover the unpaid balance on this Contract, or to enforce any other rights of Seller hereunder, Buyers agree to pay Seller the expense incurred in searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fees. However, in the event Buyers are the prevailing party in any such suit, Seller shall pay to Buyers a reasonable sum for Attorneys' fees in defending such suit.

11. REPRESENTATIONS: Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, shall be binding on the Seller unless expressly contained herein.

12. WAIVER: No assent, expressed or implied, by Seller, to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

13. OPTION: During the term of this Agreement and so long as this Contract is in good standing, Seller hereby grants to Buyers, exclusively, the right and option to purchase her undivided one-half interest in Parcel 2 for the sum of \$40,000.00, which shall be paid in cash at the time of exercising said option. Seller shall deliver to Buyers a Warranty Deed with Revenue Stamps attached upon receipt of said purchase price and will pay the excise tax owed to Skamania County resulting from said sale.

IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of August, 1981.

Shirley J. Wilson

"SELLER"

Richard J. Dineen

"BUYERS"

STATE OF WASHINGTON

COUNTY OF CLARK

GIVEN under my hand and official seal this 26th day of August, 1981.

AUG 21 1981
Amount Paid \$ 260.00

Skamania County Treasurer
By W. J. [Signature]

Thompson, Hester
Notary Public in and for the State
of Washington, Residing at Camas.

93268

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS.
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY
Theresa Wilson
2301 Rand. st. W.
1:55 10-30-81

Recd

TV WASH
JUL 77
COUNTY AUDITOR
E. 77
DEPUTY

Entered ☒
 Indexed, Dir. ☒
 Subject ☒
 Recorded ☒
 Filed ☒

ROLL 111981 A
MARRIAGE APPLICATIONS
DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS

SCHEDULE A

PARCEL 1.

BEGINNING at a point that is North 01°38'44" West, 1768.56 feet from the Southwest corner of the Northwest quarter of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington, as measured along the West line thereof; thence South 01°38'44" East along the West line of said Northwest quarter, 1108.56 feet, more or less, to a point that is 660 feet North of the Southwest corner of said Section 32, as measured along the west line thereof; thence South 86°51'19" East, parallel to the South line of said Northwest quarter, 537.42 feet; thence North 01°38'44" West, parallel to the West line of said Northwest quarter, 1009.46 feet, more or less, to a point which bears South 76°35'51" East from the POINT OF BEGINNING; thence North 76°35'51" West, 554.56 feet, more or less, to the POINT OF BEGINNING. SAID parcel containing 13.0 acres, more or less.

TOGETHER WITH AND SUBJECT TO a non-exclusive 60.0 foot easement for ingress, egress and public utilities over, under and across the following described center-line:

COMMENCING from a point that is North 01°38'44" West, 1768.56 feet from the Southwest corner of the Northwest quarter of said Section 32, as measured along the West line thereof; thence South 76°35'51" East, 502.63 feet, to the POINT OF BEGINNING OF THIS EASEMENT; thence continuing South 76°35'51" East, 553.66 feet to a 200.0 foot radius curve to the right; thence along said curve 181.27 feet, to a 200.0 foot radius curve to the left; thence along said curve 129.15 feet; thence South 61°40'00" East, 90 feet, more or less, to the center-line of Skye Road and the END OF THIS EASEMENT.

SUBJECT TO County Road easements.

PARCEL 2.

An undivided one-half interest in and to the following described real estate:

BEGINNING at the Northwest corner of Section 32, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington; thence South 01°38'44" East, as measured along the West line of the Northwest quarter of said Section 32, 780.27 feet to a point that is North 01°38'44" West, 1768.56 feet from the Southwest corner of said Northwest quarter; thence South 76°35'51" East, 1056.29 feet to a 200.0 foot radius curve to the right; thence along said curve, 181.27 feet to a 200.0 foot radius curve to the left; thence along said curve 129.15 feet; thence South 61°40'00" East, 90 feet, more or less, to the center-line of Skye Road; thence Northerly along Skye Road to the North line of said Section 32; thence North 88°36'50" West, along the North line of said Section 32, 1070 feet, more or less, to the POINT OF BEGINNING.

PARCEL Containing 25.8 acres, more or less.

SUBJECT TO County Road easements.

TOGETHER WITH AND SUBJECT TO a non-exclusive 60.00 foot easement for ingress, egress and public utilities over, under and across the following described center-line:

COMMENCING from a point that is North 01°38'44" West, 1768.56 feet from the Southwest corner of the Northwest quarter of said Section 32, as measured along the West line thereof; thence South 76°35'51" East 502.63 feet to the POINT OF BEGINNING OF THIS EASEMENT; thence continuing South 76°35'51" East, 553.66 feet to a 200.0 foot radius curve to the right; thence along said curve, 181.27 feet to a 200.0 foot radius curve to the left; thence along said curve 129.15 feet; thence South 61°40'00" East, 90 feet, more or less, to the center-line of Skye Road and the END OF THIS EASEMENT.

SUBJECT TO County Road Easements.

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