

SK-13297

## REAL ESTATE CONTRACT

02-05-32-2-0-0307-00

THIS AGREEMENT made this day between SHIRLEY WILSON, a single person, hereinafter called "Seller", and SUSAN J. CLARK, a single person, of M.P.O. 10R, Preacher Row Road, Washougal, Washington 98671, hereinafter called "Buyer",

W I T N E S S E T H:

1. PREMISES SOLD: That the Seller will sell to the Buyer, her heirs and assigns, and Buyer will buy of the Seller, her heirs, executors, administrators and assign, the following described real property situate in Skamania County, Washington:

County of Skamania, State of Washington:

beginning at a point which bears South 86°51'19" East 220 feet from the West Quarter corner of Section 32, Township 2 North, Range 5 East of the Willamette Meridian; thence North 1°38'44" West 660 feet; thence North 74°42'54" East 404.15 feet, more or less, to the West line of Skye Road (County Road No. 11080); thence Southerly along the West line of Skye Road to a point which lies South 86°51'19" East from the true point of beginning of the tract herein conveyed; thence North 86°51'19" West 183.66 feet, more or less, to the point of beginning.

Also known as Lot 4 of Wilson Short Plat No. 2 recorded in Book 3 of Short Plats at Page 38, under Auditor's File No. 94894, records of Skamania County, Washington.

SUBJECT TO an Easement and right of way for electric power transmission lines granted to Public Utility District of Clark County, a municipal corporation, by deed dated April 14, 1949, and recorded July 14, 1949, at page 464 of Book 32 of Deeds, records of Skamania County, Washington.

2. PURCHASE PRICE: The purchase price for said real property is the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), of which the Buyer has paid unto the Seller the sum of \$1,000.00, receipt of which is hereby acknowledged by the Seller, and the balance of \$24,000.00 shall be paid in monthly installments of \$265.00, or more, commencing on the 5th day of January, 1984, with a like installment due on the 5th day of each month thereafter until 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 ten and one-half (10-1/2%) percent per annum computed from the date of this agreement, until said balance of the purchase price, together with interest is paid in full.

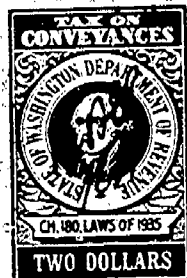
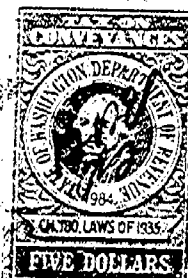
Buyer reserves the right to pay the balance due on this Contract in full at any time without penalty.

All payments under this Contract shall be made to the Seller's order at Heritage Bank, 430 N.E. Adams Street, Camas, Washington 98607, or at such other place as the Seller shall in writing direct. In the event said monthly installment is not paid by the 5th day of the month when due, Buyer 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 Buyer as of the date of this agreement.



No. 9584  
TRANSACTION EXCISE TAX  
 DEC 12 1983  
 267.50  
 Skamania County Treasurer  
*[Signature]*



4. BUYER'S COVENANTS: Buyer covenants and agrees 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 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 into or upon said premises at any reasonable time to inspect the same; and 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.

5. SELLER'S COVENANTS: The Seller agrees that when the Buyer shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the Seller to or for the benefit of the Buyer 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 Buyer 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 Buyer a policy of title insurance insuring her legal title to said real estate as of the date of this Contract within ninety (90) days of the date of this agreement.

6. 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.

7. FORFEITURE: Time is of the essence of this Contract, and if the Buyer 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 Buyer to be performed, then the Seller shall have the right to declare this Contract null and void; and if the Buyer 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 Buyer or mailing same by certified mail to said Buyer at her last known address or to the address given on this Contract, at the Seller's option, then, and in that event, all of the Buyer's 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 Buyer 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 Buyer's failure to complete this Contract.

8. 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 Buyer, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyer, 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.

9. COSTS AND ATTORNEYS' FEES:

(a) If this Contract or any obligation contained in it is referred to any attorney for collection, forfeiture or realization, Buyer agrees to pay to Seller a reasonable attorneys' fee (including fees incurred with or without legal suit), expenses of title search and all other legal expenses. If any such fee is not paid within thirty (30) days after Buyer is billed, said amount shall be added to the balance of the unpaid purchase price then due.

(b) In the event litigation arises out of this Contract, the losing party agrees to pay the prevailing party a reasonable attorneys' fee, together with all costs and expenses incurred in connection with such action, including the reasonable cost of searching the records to determine the condition of title at the time suit is commenced.

10. REPRESENTATIONS: Buyer has inspected the property sold herein and has found the same to be to her satisfaction and she agrees that no promises, representations, statements or warranties, expressed or implied, including, but not limited to zoning classification or regulations or availability of water, shall be binding on the Seller unless expressly contained herein.

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

IN WITNESS WHEREOF, the parties hereto have set their hands this 2nd day of December, 1983.

Shirley J. Wilson  
Shirley Wilson

"SELLER"

Susan J. Clark  
Susan J. Clark

"BUYER"

STATE OF WASHINGTON )

) ss.

COUNTY OF CLARK )

On this day personally appeared before me SHIRLEY WILSON, a single person, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of December, 1983.

Kathleen Williams  
Notary Public in and for the State of  
Washington, Residing at Camas.