

97717

83

558

SK-13470
03-10-14-0-0-0600-00

NO. _____
TRANSACTION _____

JUN 20 1964

Amount Paid \$3.50

Skamania County Treasurer

By _____

REAL ESTATE CONTRACT

1. Seller, CHARLOTTE CIERA, as her separate estate, agrees to sell to Purchasers, LESTER L. HAWORTH and IRENE HAWORTH, husband and wife, and Purchasers agree to buy from Seller, the following property in Skamania County, Washington:

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 14, Township 3 North, Range 10 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point where the West line of said Section 14 intersects the centerline of the Cooks-Underwood Road as shown on plans on file in the county engineer's office, said point being 385 feet more or less north of the Southwest corner of Section 14; thence Southeasterly along the centerline of the Cooks-Underwood Road to the intersection with the centerline of the Northwestern Dam approach road as shown on plans on file in the county engineer's office dated January 30, 1964; thence Northerly along the centerline of the Northwestern Dam approach road 500 feet more or less to the intersection with the centerline of the Old Cooks-Underwood Road; thence Westerly along the centerline of the Cooks-Underwood Road to the West line of said Section 14; thence South along said West line of Section 14 to the point of beginning;

EXCEPTING a 30 foot right of way parallel to all county roads herein described. The tract of land herein described excepting right of way for county roads.

SELLER acknowledges that she is conveying all of her interest in and to water rights pertinent to said real property as provided for in appropriation permit no. 14189 issued by the State Supervisor of Water Resources of the State of Washington, and recorded with the Auditor of Skamania County May 15, 1967, to Purchasers herein.

2. The purchase price is FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) of which ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) has been paid, receipt being acknowledged. Purchaser agrees



Transaction in compliance with County subdivision ordinances.
County Assessor - By: _____

ROBERT D.
WEISFIELD
Attorney-at-law

P.O. Box 421
218 E. Steuben
Bingen, WA 98605
509-493-2772

S
S
X

1 to pay the balance of the purchase price together with interest
2 on deferred balances at the rate of TWELVE PERCENT (12%) per
3 annum as follows: ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00),
4 or more at Purchasers' option, on or before the 1st day of
5 August, 1984, and ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00),
6 or more at Purchasers' option, on or before the 1st day of
7 August of each succeeding calendar year until the balance of
8 said purchase price shall have been paid. Purchasers further
9 agree to pay interest on the diminishing balance of said purchase
10 price at the rate of TWELVE PERCENT (12%) per annum from the
11 15th day of June, 1984, which interest shall be deducted from
12 each installment payment and the balance of each payment applied
13 in reduction of principal. All payments to be made hereunder
14 shall be made at the residence of Seller at 501 N. Oak St.,
15 Centralia, Washington, or at such other place as Seller may
16 direct in writing.

17 3. The date of closing shall be June 15, 1984, as
18 referred to in this contract.

19 4. Purchasers shall be entitled to possession of the
20 property on the date of closing, i.e., June 15, 1984.

21 5. Purchasers shall pay before delinquency all taxes
22 assessments, water rents or water assessments, utility charges,
23 and operation or construction charges not now delinquent and all
24 levied or assessed against the property and hereafter falling
25 due; except that real estate taxes for the year 1984 shall be
26 prorated. In the event any taxes, assessments, rents or charges
27 to be paid by Purchasers are paid by Seller, Purchasers shall
28 CIERA-HAWORTH
Real Estate Contract
Page 2.

1 promptly reimburse Seller. Upon failure of Purchasers to pay
2 any taxes, assessments, rents or charges to be paid by Purchasers,
3 Seller may, at her option, declare a forfeiture of this contract
4 or pay and discharge any such tax, assessment, rent or charge
5 and any amount so paid shall be added to and be secured in the
6 same manner as the unpaid purchase price, bear interest at the
7 rate of 12% per annum, and be due immediately.

8 6. All improvements now or hereafter made to or placed on
9 the property shall become a part thereof and shall not be
10 removed.

11 7. Purchaser shall pay, before delinquency of any debts
12 secured thereby, all liens, charges or encumbrances hereafter
13 lawfully imposed on the property; and shall not allow any part
14 of the property to become subject to liens, charges or
15 encumbrances having priority over the rights of Seller in the
16 property. Notwithstanding anything to the contract provided
17 above in this paragraph, Purchasers shall not be responsible
18 for any liens or encumbrances (or payment of the obligations
19 secured thereby) imposed upon said property subsequent to the
20 date of this contract by or through Seller unless such liens,
21 encumbrances or obligations are expressly assumed by Purchasers.

22 8. Unless it is otherwise provided herein, in the event
23 that there is now a mortgage or other secured obligation upon
24 the property, Seller shall save Purchasers harmless with
25 regard thereto and timely pay all installments falling due. In
26 the event that Seller fails to make any such payment when due,
27 then Purchasers may make payment and receive a credit for the
28 CIERA-HAWORTH
Real Estate Contract
Page 3.

1 amount thereof against payments next falling due under this
2 contract.

3 9. Purchasers shall not make nor allow any unlawful use
4 of the property.

5 10. Purchasers shall insure with companies satisfactory
6 to Seller the buildings hereafter placed on the property with
7 loss thereunder payable first to any mortgagee who is such at
8 the time of the execution hereof, then to Seller, then to
9 Purchasers, as their respective interests may appear.

10 In the event of destruction of or damage to any of said
11 buildings and the collection of insurance during the life of this
12 contract the money received on said insurance, may, at the option
13 of the Purchasers, be used in the restoration of said
14 improvements; provided, that Purchasers are not at the time in
15 default under the provisions of this contract, and subject to the
16 terms of any mortgage on the property.

17 11. Purchasers shall not assign this contract, nor sell
18 said property, nor permit any other person to have possession
19 thereof without the written consent of the Seller. Seller shall
20 not unreasonably withhold such consent; and once given, such
21 consent shall not waive the requirements of this paragraph as to
22 any subsequent sale or change of possession of said property or
23 assignment of this contract.

24 12. In the event of damage to or destruction of any
25 buildings or improvements upon the property, such damage as
26 between the parties shall be the loss of Purchasers and shall
27 not be a ground for rescission of this contract or abatement of
28 CIERA-HAWORTH
Real Estate Contract
Page 4.

1 purchase price.

2 13. When Purchasers have fully performed this contract,
3 Seller shall execute and deliver to Purchasers a statutory
4 warranty deed conveying the property free and clear of all
5 encumbrances except any encumbrances agreed to by the Purchasers.

6 14. Purchasers shall obtain a standard Purchasers' form
7 policy of title insurance showing insurable title in Seller as
8 of the date of this contract, and insuring Purchasers for the
9 amount of the purchase price of the real property to be sold
10 hereunder.

11 15. Time is of the essence of this contract, and in the
12 event that Purchasers fail to make any payment or perform any
13 covenant or condition under this contract, Seller shall have the
14 right, at her option, to:

15 (1) Serve notice of forfeiture by delivering said
16 notice to Purchasers or by mailing it by certified or registered
17 mail to their last known address or to the address of said
18 property. The notice shall specify the matters wherein
19 Purchasers are in default. In the further event Purchasers
20 shall fail to cure the default in performance or make payment
21 of any sums due or of Seller's attorney's fees for services
22 rendered incident to any default and Seller's expenses of
23 serving the same, within 30 days from delivery or mailing of the
24 notice, then, without further notice to Purchasers or declaration
25 of forfeiture, the notice shall become absolute and this contract
26 shall become null and void, and Purchasers shall immediately and
27 peacefully surrender possession of the property and all rights
28 CIERA-HAWORTH
Real Estate Contract
Page 5.

1 of Purchasers under this contract and to the property shall
2 immediately cease and title to the property, together with all
3 improvements (whether or not made by Purchasers) shall be vested
4 in Seller without any right of Purchaser to reclamation or
5 compensation for money paid or improvements; and all money
6 previously paid under this contract shall be forfeited without
7 process of law and shall be retained by and belong to Seller
8 as the reasonable rental for said property from this date to
9 the date of forfeiture and as liquidated damages; or

10 (2) Declare all amounts unpaid under this contract
11 due and institute suit to collect such amounts together with
12 reasonable attorney's fees; provided that if within thirty (30)
13 days after the commencement of the action Purchasers perform all
14 alleged breaches or covenant or conditions of this contract and
15 have performed all covenants subsequent to the commencement of
16 the action together with payment to Seller of Seller's actual
17 attorney's fees and taxable costs, this contract shall be
18 reinstated.

19 In the event that Purchasers abandon the property while in
20 default, Seller may take immediate possession of the property
21 for the purpose of protecting and preserving the property and
22 may mitigate damages by renting or operating this property
23 during the period of enforcement of Seller's rights under this
24 contract, without prejudicing Seller's remedies under this
25 contract.

26 Any extension of time in payments or acceptance of part
27 thereof, or failure of Seller to enforce promptly any other
28 CIERA-HAWORTH
Real Estate Contract
Page 6.

1 breach of this contract by Purchasers shall not be construed as
2 a waiver on the part of Seller of the strict performance of
3 all of the covenants and conditions herein, and shall not
4 prejudice any of Sellers' remedies.

5 16. Purchasers shall maintain the property and all
6 improvements now or later placed on the property in a good
7 state of repair, shall not make any material alterations
8 without the proper written consent of Seller, and shall not
9 commit, nor allow to be committed, any waste on the property.
10 Purchasers accept the property in its present condition.

11 17. In the event of any lawsuit between the parties to this
12 contract to settle issues arising hereunder, the prevailing party
13 shall recover judgment against the other party for a reasonable
14 attorney's fee. Venue shall lie in the County of Skamania.

15 18. This agreement shall be binding upon and shall inure
16 to the benefit of the legal representatives and proper assigns
17 and successors of the parties.

18 Lester L. Haworth
19 LESTER L. HAWORTH, Purchaser

Charlotte Ciera
CHARLOTTE CIERA, Seller
Seller's Address:
501 N. Oak St., Centralia WA

20 Irene Haworth
21 IRENE HAWORTH, Purchaser
Purchasers' Address:
718 E. Humboldt St., Bingen WA 98605

22 STATE OF WASHINGTON)
23) ss
County of Klickitat)

24 On this day personally appeared before me LESTER L. HAWORTH
25 and IRENE HAWORTH, husband and wife, to me known to be the individu-
26 als described in and who executed the within and foregoing instru-
ment, and acknowledged that they signed the same as their free and
voluntary act and deed, for the uses and purposes therein mentioned.
27 Given under my hand and official seal this 18th day of June,
1984.

28 CIERA-HAWORTH
Real Estate Contract
Page 7.

[Signature]
Notary Public for Washington
residing at White Salmon, therein.

97747

BOOK 83 PAGE 565

1 STATE OF WASHINGTON)
2 County of Stevenson) SS

3 On this day personally appeared before me CHARLOTTE CIERA, in
4 her individual capacity, to me known to be the individual described
5 in and who executed the within and foregoing instrument, and
6 acknowledged that she signed the same as her free and voluntary
7 act and deed, for the uses and purposes therein mentioned.

8 Given under my hand and official seal this 14th day of June,
9 1984.

10
11 Charlotte Ciera
12 Notary Public for Washington
13 residing at Rockledge
14
15
16
17
18
19
20
21
22
23
24
25
26

STATE OF WASHINGTON)
COUNTY OF STEVENSON)
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT IS A TRUE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT FILED IN
BOOK 83 PAGE 558
AT 3:00 P.M. JUNE 20 1984
WITNESS MY HAND AND SEAL
THIS 20 DAY OF JUNE 1984

S.M. Allen
DEPUTY

ROBERT D.
WEISFIELD
Attorney-at-law
P.O. Box 421
218 E. Steuben
Bingen, WA 98605
509-493-2772

27 CIERA-HAWORTH
28 Real Estate Contract
Page 8.