

REAL ESTATE CONTRACT

THIS CONTRACT is made and entered into this 13th day of September, 1985, between **W. HOWARD BRADLEY and MARY E. BRADLEY**, husband and wife, hereinafter called the "seller", and **DAVID P. HILGENDORF and MARY A. HILGENDORF**, husband and wife, hereinafter called the "purchaser". Unless some other meaning and intent are apparent from the context, masculine, feminine, neuter, singular and plural are used interchangeably herein.

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

A tract of land located in the West Half of the Southeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

Beginning at a point 420 feet North and 250 feet East of the Southwest corner of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of the said Section 21; thence North 100 feet; thence East 100 feet; thence South 100 feet to the North line of Evergreen Street as shown on the plat of Evergreen Acres on file and of record in the office of the Auditor of Skamania County, Washington; thence West along the North line of said street to the point of beginning.

Subject to Easements, rights of way, and restrictive covenants of record; and

Subject to a Mortgage dated August 16, 1972, W. Howard Bradley and Mary E. Bradley, Mortgagors and held by Clarke County Savings and Loan Association, recorded in Book 49, Page 889, Auditor's File No. 75103, Skamania County, Washington.

Assigned to Aetna Life Insurance Company, Under Auditor's File No. 96767 in Book 61 of Mortgages at Page 70, recorded January 7, 1985; and

A tract of land located in the West Half of the Southeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 21, Township 3 North, Range 8 E.W.M. described as follows:

Beginning at a point 420 feet North and 250 feet East of the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 21; thence North 100 feet to the initial point of the tract hereby described; thence North 100 feet; thence East 100 feet; thence South 100 feet; thence West 100 feet to the initial point.

The terms and conditions of this contract are as follows:

Price and Payment Terms

1. The purchase price is **FIFTY FIVE THOUSAND NINE HUNDRED THIRTY DOLLARS**, (\$55,930.00) of which **FIFTEEN THOUSAND DOLLARS** (\$15,000.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

(a) FOUR HUNDRED FORTY DOLLARS (\$440.00), or more at purchaser's option, on or before November 30, 1985 and FOUR HUNDRED FORTY DOLLARS (\$440.00), or more at purchaser's option, on or before the 30th day of each succeeding calendar month thereafter until the balance of said purchase price shall have been paid in full.

(b) The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of TEN per cent (10%) per annum from the 29th day of October, 1985, which interest shall first be deducted from each installment payment and the balance of each payment then applied in reduction of principal.

(c) Purchaser agrees that the entire purchase price, together with interest as specified herein, shall be paid in full by October 30, 2000, and that the amount of the final payment shall be the total of the principal and interest remaining unpaid at the time of such payment.

2. All payments to be made hereunder shall be made at Riverview Savings, Stevenson, Washington or at such other place as the seller may direct in writing.

3. As referred to in this contract, "date of closing" shall be September 13, 1985.

4. Purchaser may at his option pay the entire balance of the purchase price remaining due, or any part of such balance, at any time before maturity, without notice to seller and without penalty.

5. The purchaser assumes and agrees to pay before delinquency all taxes and assessments, including but not limited to any governmental improvement assessments or charges that may as between grantor and grantee hereafter become a lien on said real estate. Upon request by seller, purchaser will show proof of said payments.

Inspection

6. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

7. Purchaser is acquiring the property "as is" and seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, purchaser acknowledges that he has made his own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant he may retain. Purchaser may not rely upon any representation of any party whether or not such party purports to act on behalf of seller, unless the representation is expressly set forth therein or in a subsequent document executed by seller. All representations, warranties, understandings, and agreements between purchaser and seller are merged herein and shall not survive closing.

Taking

8. The purchaser assumes all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use and agrees that any such taking shall not constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller agrees in writing to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

Insurance

9. The purchaser agrees to keep any improvements or future improvements located on the property and the contents thereof insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the seller and with loss payable first to seller as their interest may appear, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the seller. All such policies shall provide that they cannot be amended or cancelled without ten (10) days written notice to seller.

Title Insurance

10. The seller has delivered, or agrees to deliver within fifteen (15) days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Safeco Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph 10 shall be deemed defects in seller's title.

The parties agree that payment of the costs of such title insurance or commitment therefore (including costs) will be shared equally by them.

11. If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with

the terms thereof, and upon default the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

Deed

12. The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the standard policy exceptions.

Possession

13. Purchaser shall be entitled to possession of said real estate on October 29, 1985 and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep any improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

Assignment

14. The rights hereby granted are personal to the purchaser, and seller's reliance upon purchaser's ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by purchaser, nor shall purchaser make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of seller.

Default

15. In case the purchaser fails to make any payment herein provided, the seller may make such payment, and any amounts so paid by seller, together with interest at the rate of 12% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

16. Time and the covenants of purchaser are of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may at his option exercise any of the following alternative remedies upon giving purchaser thirty (30) days' written notice specifying the default and the remedy to be exercised should purchaser fail to secure all defaults at the expiration of the 30-day period:

a. Suit for delinquencies. Seller may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by seller for and the amount of any delinquencies for itmes such as water

assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.

b. Acceleration. Seller may declare the entire unpaid balance of the purchase price to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the seller for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments on underlying obligations, lienable items and other expenses incurred to protect seller's interest in the property, together with interest thereon at the rate of 12% per annum from the date of each such advance. Payment by purchaser of any judgment obtained by seller pursuant to this paragraph shall be a condition precedent to the delivery of a deed to said property by seller or by the escrow agent, if any.

c. Forfeiture. Seller may elect to declare a forfeiture of and cancellation of this contract, and upon such election being made all rights of purchaser hereunder shall cease and terminate, and seller shall be entitled to take possession of the property, and all payments made by purchaser hereunder shall be retained by seller in liquidation of all damages sustained by said default. In addition, should seller commence a quiet title action in connection with such forfeiture or defend any claim in opposition to such forfeiture, seller shall be entitled to recover from purchaser all further costs and attorneys' fees incurred therein and in any appeal. At the end of said 30-day period, seller may enter into the property and take possession thereof and purchaser shall immediately surrender possession. If a forfeiture is declared, all payments which, but for the forfeiture, would have become due during the specified 30-day period and all costs and expenses including but not limited to costs of title search and a reasonable attorney's fee, incurred by seller in connection with the default, must be paid in addition to the sums set forth in the notice of forfeiture as a condition to reinstatement of the contract. Should purchaser pay seller an amount less than all sums required to reinstate the contract, seller's acceptance of such sums shall not be deemed a waiver of any defaults or a reinstatement of the contract, and any such sums shall be retained by seller as liquidated damages should purchaser remain in default in any respect on the expiration of the 30-day period.

d. Specific Performance. Seller may institute suit to specifically enforce any of the purchaser's covenants hereunder.

17. The waiver of seller to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of seller to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the seller to utilize any particular remedy to enforce a breach of this contract shall not preclude seller from electing to use an alternate remedy to enforce a subsequent breach. Any delay or failure of seller to

STATE OF WASHINGTON)
) ss.
 County of Skamania)

On this day personally appeared before me **W. HOWARD BRADLEY** and **MARY E. BRADLEY** to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of

Sept, 1985.

W. Howard Bradley
 Notary Public in and for the
 State of Washington, residing
 at Stevenson.

REAL ESTATE EXCISE TAX
 SEP 16 1985

PAID 598.45

William G. Edwards
 SKAMANIA COUNTY TREASURER



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 JUNE 1, 1985
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ADDENDUM TO REAL ESTATE CONTRACT

The following items presently located on the premises shall be included with the sale of the premises for the consideration recited in the foregoing real estate contract:

1. Kodiak fire place insert
2. All drapes and curtains
3. All light fixtures
4. Garage door opener
5. Furnace and air cleaner
6. Fire extinguishers (3)
7. Corning range with cookware and hood
8. Dishwasher
9. Garbage disposal
10. Desk telephone
11. Wall mirror in master bedroom
12. All shrubs

The items listed above are being acquired "as is" and seller makes no representations or warranties on said items.

W. Howard Bradley
W. HOWARD BRADLEY

Mary E. Bradley
MARY E. BRADLEY

STATE OF WASHINGTON)
) ss.
County of Skamania)

David P. Hilgendorf
DAVID P. HILGENDORF

Mary A. Hilgendorf
MARY A. HILGENDORF

On this day personally appeared before me, W. HOWARD BRADLEY AND MARY E. BRADLEY, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned, GIVEN under my hand and official seal this 12th day of Sept., 1985.

David P. Hilgendorf
Notary Public in and for the
State of Washington, residing
at Stevenson.

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me, DAVID P. HILGENDORF AND MARY A. HILGENDORF, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of Sept., 1985.

David P. Hilgendorf
Notary Public in and for the
State of Washington, residing
at Stevenson.