

100478

BOOK 85 PAGE 515

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 30th day of September, 1985, by and between GARY R. HEGEWALD and JUDITH A. HEGEWALD, husband and wife, hereinafter called the "Sellers", and GREG TOWNSEND and MONICA TOWNSEND, husband and wife, hereinafter referred to as the "Purchasers", WITNESSETH:

That the Sellers agree to sell and the Purchasers agree to purchase that certain real estate, situated in the County of Skamania, State of Washington, with the appurtenances thereon, more particularly described on Exhibit "A", consisting of two (2) pages, which is attached hereto, specifically referred to, and by this reference made a part hereof, upon the following terms and conditions:

1. Purchase Price: The total purchase price is SEVENTY-SEVEN THOUSAND, FIVE HUNDRED and no/100 DOLLARS (\$77,500.00), amortized over thirty (30) years and payable in the following manner:

In monthly installments of \$680.12 each, beginning on the 10th day of October, 1985, and continuing on the 10th day of each and every month thereafter for 119 months, with the entire unpaid principal balance, together with any accumulated unpaid interest, due and payable on the 10th day of the 120th month. The unpaid balance of the purchase price shall at all times bear interest at 10% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Purchasers may make larger payments at any time, or pay the contract in full without penalty and interest shall immediately cease on all payments so made.

All payments under this contract shall be made to the Sellers at their Stevenson, Washington address.

2. Possession: The Purchasers are entitled to physical possession of the premises on September 30th, 1985.

3. Purchasers' Covenants: Purchasers covenant and agree to the following terms and conditions, to-wit: To make the payments above agreed upon promptly, in the manner and on the



Registered  
Indexed, Lit  
Indirect  
Filed  
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10600  
REAL ESTATE EXCISE TAX  
DEC 27 1985  
\$ 829.25  
RECEIVED  
SKAMANIA COUNTY TREASURER

dates above set out; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Sellers, or their agents, to enter 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 which may, as between Sellers and Purchasers, hereafter become a lien on the real estate. Purchasers further agree to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, for the benefit of the Sellers or Purchasers as their interests may appear.

4. Sellers' Covenants: Sellers agree that at such time as Purchasers have paid the balance of the purchase price and all interest due, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract, the Sellers agree to make, execute and deliver to the Purchasers 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 Sellers and shall not include any taxes or assessments which may have become a lien after the date of this Contract.

5. Release Clause: Upon request, Purchasers are entitled to have released from this contract and to receive a warranty deed on a 2-acre parcel (of purchasers' choice) for the purpose of obtaining financing in order to enable Purchasers to construct a single family dwelling house, together with appurtenant buildings, thereon, and in order for them to give a first security interest in the land for such purpose.

6. Assignment: It is agreed that no assignment of

this Contract shall be valid unless the same shall be consented to by the Sellers, in writing, and any attempted assignment 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 Purchasers 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 Purchasers to be performed, then the Sellers shall have the right to declare this Contract null and void; and if the Purchasers shall fail to make good such default within thirty (30) days after the Sellers shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Purchasers or mailing same by certified mail to said Purchasers at their last known address or to the address given on this Contract, at the Sellers' 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 reinvest in, the Sellers without further action on the part of the Sellers and without any right of the Purchasers to reclamation or compensation for money paid, or for improvements made on said premises, and all money theretofore paid to the Sellers under this Contract shall thereupon be forfeited without process of law and shall be retained by, and belong to the Sellers in full satisfaction of all claims as accrued and reasonable rent of said premises from this date to the time of such forfeiture and as the liquidated damages to the Sellers for the Purchasers' failure to complete this Contract.

8. Other Remedies: As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions on any intermediate overdue

installment, or on any payment or payments, made by the Sellers and repayable by the Purchasers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Purchasers, are independent of the covenant to make a deed.

Or, Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they 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 Attorney's Fees:

(a) If this contract or any obligation contained in it is referred to an attorney for collection, forfeiture or realization, Purchasers agree to pay to Sellers a reasonable attorney's fee (including fees incurred with or without legal suit), expenses of title search, and all other legal expenses.

(b) In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party a reasonable attorney's 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: Purchasers 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, including, but not limited to zoning classification or regulations,

availability of water, or land meeting county requirements for septic system, shall be binding on the Sellers unless expressly contained herein.

11. Waiver: No assent, expressed or implied, by Sellers, to any breach of Purchasers' 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 30<sup>th</sup> day of September, 1985.

SELLERS:

(Gary Hegewald)  
(GARY R. HEGEWALD)

(Judith A. Hegewald)  
(JUDITH A. HEGEWALD)

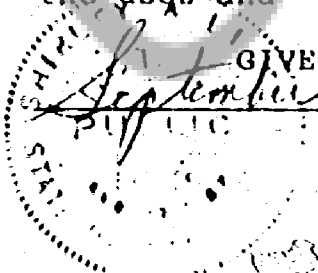
PURCHASERS:

(Greg Townsend)  
(GREG TOWNSEND)

(Monica Townsend)  
(MONICA TOWNSEND)

STATE OF WASHINGTON )  
                                  ) ss.  
County of Skamania )

On this day personally appeared before me GARY R. HEGEWALD and JUDITH A. HEGEWALD, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument as "Sellers", and acknowledged that they each 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 30<sup>th</sup> day of September, 1985.

(Sheryl A. Peterson)  
Notary Public in and for the State of Washington, residing at Stevenson

STATE OF WASHINGTON )  
                                  ) ss.  
County of Stevenson )

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 30<sup>th</sup> day of September, 1985, personally appeared before me GREG TOWNSEND and MONICA TOWNSEND, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument as "Purchasers", and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

100478

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GIVEN under my hand and official seal the day and year last above written.

Shelby A. Patten  
Notary Public in and for the State of  
Washington, residing at Steverson



STATE OF WASHINGTON )  
COUNTY OF SHAMANA ) ss

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY

Greg Townsend

OF Box 1039 - Steverson

AT 2:00 P.M. 12/27 1985

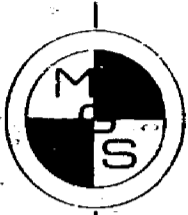
WAS RECORDED IN BOOK 85

Deeds AT PAGE 515

RECORDS OF SHAMANA COUNTY WITH

Way M. Olsen  
COUNTY AUDITOR

J. Patten DEPUTY



**MINISTER-GLAESER**  
**SURVEYING INC.**

(206) 694-3313  
2515 E. EVERGREEN  
VANCOUVER, WA 98661

**LEGAL DESCRIPTION FOR GARY HEGEWALD:**

Beginning at the Northeast Corner of Section 4, Township 1 North, Range 5 East, Willamette Meridian;

Thence South  $1^{\circ} 23' 03''$  West, along the east line of said Section 4, a distance of 1331.71 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 4;

Thence North  $88^{\circ} 44' 16''$  West along the south line of said Northeast quarter a distance of 700.88 feet more or less to the southerly right of way line of Salmon Falls Road;

Thence North  $15^{\circ} 58' 34''$  West a distance of 60.00 feet to the northerly right of way line of Salmon Falls Road, said point being on a 851.47 foot radius non-tangent curve to the right, the chord of which bears North  $76^{\circ} 06' 33''$  West;

Thence along the arc of said curve to the right a distance of 887.70 feet;

Thence North  $46^{\circ} 14' 32''$  West a distance of 18.00 feet to the beginning of a 542.96 foot radius curve to the right;

Thence along the arc of said curve a distance of 459.29 feet;

Thence North  $2^{\circ} 13' 27''$  East a distance of 301.68 feet;

Thence South  $88^{\circ} 00' 00''$  East a distance of 356.96 feet to the beginning of a 250.00 foot radius curve to the left;

Thence along the arc of said curve a distance of 169.30 feet to the beginning of a 304.12 radius curve to the right;

Thence along the arc of said curve a distance of 149.19 feet;

Thence North  $81^{\circ} 18' 26''$  East a distance of 504.10 feet to the beginning of a 275.00 foot radius curve to the left;

Thence along the arc of said curve a distance of 283.52 feet;

Thence South  $89^{\circ} 14' 53''$  East a distance of 48.38 feet;

Thence South  $89^{\circ} 14' 53''$  East a distance of 330.00 feet;

Thence South 1° 10' 12" West a distance of 5.85 feet to the Point of Beginning.

Except for that portion lying within Salmon Falls Road.

Containing 41.9 acres more or less.

(THE ABOVE REAL PROPERTY DESCRIPTION IS THAT WHICH IS SUBJECT TO THAT CERTAIN REAL ESTATE CONTRACT DATED SEPTEMBER 30TH, 1985, BY AND BETWEEN GARY R. HEGEWALD AND JUDITH A. HEGEWALD, HUSBAND AND WIFE, AS SELLERS, AND GREG TOWNSEND AND MONICA TOWNSEND, HUSBAND AND WIFE, AS PURCHASERS)





**SKAMANIA COUNTY TREASURER**

**WILMA J. CORNWALL**

P. O. BOX 790  
STEVENSON, WASHINGTON 98648

PHONE 509-427-5141  
EXT. 210

All property transactions recorded in the Auditor's office prior to November 30 will be processed by the Assessor's office so the new owners will receive a tax statement the following year.

All property transactions recorded in the Auditor's office after November 30 will not be processed by the Assessor's office in time for the new owner to receive a property tax statement the following year. The tax statement will go to the previous owner.

It is the responsibility of the new owner to pay the taxes when due to avoid interest and penalty charges.

If you do not receive a tax statement, contact the Skamania County Treasurer's office, 509 427-5141, Ext. 210 or address any correspondence to the above address.

Wilma J. Cornwall  
Skamania County Treasurer