



SAFECO

SK-14290

03-10-22-0-0-0193, 0194 - 00

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 23RD day of SEPTEMBER, 1986
between HOWARD E. SOOTER, A SINGLE MAN

hereinafter called the "seller," and DENNIS SEIDMAN, A SINGLE MAN, AS TO AN UNDIVIDED ONE-HALF INTEREST,
AND ELIZABETH PELLEY, A SINGLE MAN, AS TO AN UNDIVIDED ONE-HALF INTEREST
hereinafter called the "purchaser,"

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 PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:
LOTS 3 AND 4 OF THE BERT SOOTER SHORT PLAT AS RECORDED IN BOOK 3 OF SHORT PLATS, ON PAGE 86,
SKAMANIA COUNTY RECORDS.

ATTACHED AND MADE A PART OF THIS AGREEMENT ARE COVENANTS AND RESTRICTIONS THAT APPLY TO THE
ABOVE DESCRIBED LAND.

The terms and conditions of this contract are as follows: The purchase price is TWENTY TWO THOUSAND AND NO/100 -
(\$ 22,000.00) Dollars, of which

SEVEN THOUSAND FIVE HUNDRED AND NO/100 - (\$7,500.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

MONTHLY INSTALLMENTS IN THE AMOUNT OF \$201.33, OR MORE, INCLUDING INTEREST AT THE RATE OF
7.5% PER ANNUM FROM DATE OF CLOSING AND COMPUTED ON THE MONTHLY UNPAID BALANCE. INTEREST
SHALL BEGIN ON DATE OF CLOSING AND FIRST PAYMENT SHALL BE DUE 30 DAYS FROM DATE OF CLOSING.
PURCHASER IS ENTITLED TO A 1.06 ACRE DEED RELEASE ON THE LOT OF HIS CHOICE FOR THE PURPOSE
OF BUILDING A HOME WHEN ONE HALF THE PURCHASE PRICE OF \$22,000.00 (NOT INCLUDING INTEREST)
HAS BEEN PAID. PURCHASERS WILL CONTINUE MONTHLY PAYMENTS ON REMAINING LOT ON THE SAME PAYMENT
SCHEDULE AND INTEREST RATE AS ORIGINALLY AGREED UPON. ROAD WILL BE CONSTRUCTED TO AT LEAST
THE MIDDLE OF LOT #4 BY JAN. 1, 1987, ACCORDING TO APPROVED SKAMANIA COUNTY ENGINEERING PERMIT
FOR THE SOOTER LOTS. WATER WILL BE PIPED TO LOT #4 AT THE TIME OF ROAD CONSTRUCTION.

There shall be a \$5.00 late charge on any payment that is not paid within 10 days from
the due date thereof.

Seller will run electric line to the property at the time the water line is installed,
provided buyers have obtained a placement permit from the PUD for electrical service
to the property.

Registered	S
Indexed, w/r	S
Indirect	S
Filed	
Mailed	

All payments to be made hereunder shall be made at to Seller at P.O. Box 75, Underwood, WA 98651
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be SEPT. 24, 1986.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor
and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed pay-
ment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject
to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said
real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company accept-
able to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all
policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his 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 agree-
ment relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or here-
after placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage,
destruction or taking shall 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 elects 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. In case of
damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable
expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 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:

- Printed general exceptions appearing in said policy form;
- 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
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obliga-
tion, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed
defects in seller's title.

(6) 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, deed of trust 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.

(7) 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 following:

EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other 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.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% 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.

(10) Time is 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 elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

STATE OF WASHINGTON,

County of SKAMANIA

} ss.

On this day personally appeared before me HOWARD E. SOOTER

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23RD day of SEPTEMBER, 1986

WHEN RECORDED, RETURN TO

Howard E. Sooter (SEAL)
HOWARD E. SOOTER
Dennis Seidman (SEAL)
DENNIS SEIDMAN
Elizabeth Pelley (SEAL)
ELIZABETH PELLEY (SEAL)

Brenda Kellie
Notary Public in and for the State of Washington
residing at CARSON
MY COMMISSION EXPIRES SEP 18 1990

10971
REAL ESTATE EXCISE TAX
SEP 24 1986
PAID 235.40
Wm R Wynne Jr Deputy
SKAMANIA COUNTY TREASURER



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA COUNTY
TITLE CO.
SEP 24 2 01 PM '86
GARY H. OLSON
AUDITOR

RESTRICTIVE COVENANTS
EXHIBIT "B"

THOMAS J. MAFFEO and HELEN M. MAFFEO, husband and wife, Covenantor, for themselves, their heirs executor, administrators, and assigns, do hereby Covenants with HOWARD E. SOOTER, Executor of the Estate of Elva M. Sooter, covenantee, his heirs, executors, administrators, and assigns that the below stated covenants are agreed to.

1. Not to cut, fall or otherwise destroy any of the Oak or Conifer trees that are now over fourteen (14) inches in diameter at breast height presently growing on the conveyed property, except as needed for the placement or construction improvement, without first discussing the act with the covenantee, his heirs, executors, administrators and assigns and then getting that permission in writing from the same.

2. To raise only livestock for their family that can be consumed in one (1) years time, and not raising any livestock for any third party.

3. To keep domestic pets and livestock within reason keeping in total no more than two (2) dogs.

4. The property conveyed shall not be used for any commercial purposes whatever unless the prior consent of the covenantee, his heirs successor or assign, is first obtained in writing.

5. To act in a prudent manner in all things so as not to disturb or distress the seller the covenants neighbors or the community as a whole.

Covenantor agrees that all the restriction contained in this agreement shall be inserted in full in all future deeds of the property being transferred by this deed.

It is expressly agreed that if any covenant or restriction herein above contained or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

All successive future owners and occupants have are bound to and have the same right to invoke and enforce the covenants, condition, restrictions, and reservation applicable to this conveyance as the original parties hereto.

One water hookup will be allowed per lot. No additional hookups can be acquired without written consent of Howard Sooter or his estate.