

102561

BOOK 104 / PAGE 4

SK-14-04-ES-454
02-07-21-2-1-0201-00REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into by and between ROBERT S. CHASE, JR. and GAYLE N. MICA, Co-Personal Representatives of the Estate of Violet M. Chase, Deceased, and in their separate personal capacities, hereinafter called Sellers, and MICHAEL J. MCKENZIE and SHARON BRAYNE, husband and wife, and DOUGLAS P. MCKENZIE and MARLEA K. MCKENZIE, husband and wife, hereinafter called Purchasers,

MJM
W W I T N E S S E T H:

That the Sellers agree to sell to the Purchasers, and the Purchasers agree to purchase from the Sellers, the following described real property situated in the County of Skamania, State of Washington, to-wit:

That portion of the Bishop D.L.C. in the Northwest Quarter (NW $\frac{1}{4}$) of Section 21, Township 2 North, Range 7 E.W.M., described as follows:
Beginning at the intersection of the Moffetts-Carpenter Road and the north right of way line of State Highway No. 8, said intersection being north 2,202.06 feet and east 1,930.50 feet from the U.S.E.D. monument marking the southwest corner of the Bishop D.L.C.; thence north 48°08' west on the centerline of the said Moffetts-Carpenter Road 985.34 feet to County Road Station P. I. 10±20.89; thence north 05°37' west on the tangent 149.08 feet; thence north 89°37' west 25.13 feet to the westerly line of the said Moffetts-Carpenter Road, said point being the initial point of the tract hereby described; thence north 89°37' west 150 feet; thence north 05°37' west 80 feet; thence south 89° 37' east 150 feet to the westerly line of said road; thence south 05°37' east 80 feet.

The purchase price of said described premises is the sum of Twenty Thousand and no/100 (\$20,000.00) Dollars, Five Hundred and no/100 (\$500.00) Dollars of which has been paid, receipt of which is hereby acknowledged, and the declining balance of said purchase price in the original sum of Nineteen Thousand Five Hundred and no/100 (\$19,500.00) Dollars shall accrue interest at the rate of seven and one-half (7½%) per cent per annum, commencing as of the date of this agreement, and shall be paid at the rate of One Hundred Ninety and no/100 (\$190.00) Dollars or more per month, which sum includes interest. The first payment shall be made on or before February 20, 1987, and a like payment shall be made for seventy-one (71) successive months, whereupon the entire unpaid principal balance and accrued interest shall be paid in full and on or before February 1993, the entire unpaid principal balance and accrued interest shall

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be paid in full. In addition to the above installments, payments and provisions for payoff, the Purchasers shall pay to the Sellers a separate payment of Three Thousand and no/100 (\$3,000.00) Dollars on or before February 20, 1989, which sum shall be credited on the unpaid principal balance and accrued interest at the time of payment.

It is understood and agreed that out of each monthly payment mentioned above, there shall first be deducted the interest due and owing at the time of payment and the balance shall be applied against any unpaid principal balance. The Purchasers may make larger and additional payments other than those above specified at any time they shall elect.

The Purchasers agree that they shall pay before delinquency any and all assessments accruing or payable against said property including but not limited to real property taxes. The Purchasers shall at all times keep the property in a good state and condition of repair, and will not commit nor suffer to be committed strip or waste thereon; ~~shall not make any structural alterations, repairs or changes without written permission of the Sellers~~ and shall not conduct nor allow any unlawful activity or nuisance thereon. *crossed out according to wishes of buyer*

The Purchasers shall keep the improvements on said described premises insured with a reliable insurance company authorized to do business in the State of Washington for their full insurable value or the remaining unpaid balance of this agreement, whichever sum shall be less, against loss or damage by fire and extended coverage, with a loss payable clause in favor of the above-named Sellers and Purchasers as each interest may appear. The policies and renewals thereof representing coverage shall acknowledge this agreement and premium charges shall be paid by Purchasers. It is agreed that if damage or destruction by fire or extended coverage occurs, any payments made to the Sellers under any policy of insurance shall be credited by them upon the unpaid balance of the purchase price, but shall not relieve the Purchasers from payment of any remaining unpaid balance.

The Purchasers shall be entitled to the use, occupancy and possession of said premises as of February 21, 1987, and there shall be no proration of real property taxes between the parties, and real property taxes, assessments and any governmental charges levied on and payable by said real property for all periods thereafter shall be assumed and paid by Purchasers. Any loss or damage or injury to said property or its appurtenances or improvements from any cause whatsoever from date of possession shall be upon the Purchasers, and in such case, no such loss shall relieve them from payment of this obligation in full according to the terms hereof.

The Purchasers agree that full inspection of said premises has been made by them; that they are fully aware of the status of the property in regard to compliance or non-compliance with fire

code, building regulations, Health Department provisions, and any other laws, rules, regulations or governmental control of property of this nature. That neither the Sellers nor their assigns shall be held to any covenant respecting the condition of any improvements or repairs, unless the covenant or agreement relied upon be in writing and attached to and made a part of this agreement.

Upon payment in full by the Purchasers to the Sellers of the purchase price and interest above specified and performance of this agreement in full, a Statutory Warranty Deed shall be delivered to the Purchasers by the Sellers conveying the above described premises free and clear of all liens and encumbrances of every kind except such as may occur or accrue through the fault, act or neglect of the Purchasers. Sellers will furnish at this time a policy of title insurance insuring the Purchasers to the full amount of the purchase price against loss or damage to them by reason of defect in title of the above described premises, and shall have no further obligation hereunder to furnish title insurance.

In the event the Purchasers fail to make payments as provided herein other than the purchase price and interest on the remaining unpaid balance, or fail to insure said premises as provided herein, the Sellers may make such payments, procure such insurance and the amounts paid therefor by them shall be deemed a part of the purchase price and shall become payable forthwith with interest thereon at the rate of twelve (12%) per cent per annum until paid, without prejudice to the other rights of the Sellers by reason of such failure.

Time is of the essence of this agreement. In case the Purchasers fail to make any payments of principal and interest at the time the same shall fall due as provided herein or promptly of perform any covenants or agreements herein mentioned, the Sellers may elect to declare a forfeiture and cancellation of this agreement and upon such election being made, all rights of the Purchasers hereunder shall cease and terminate and payments theretofore made hereunder by the Purchasers shall be retained by the Sellers in liquidation of all damages sustained by reason of such default, and no waiver by the Sellers of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

Late Charges of Twenty Five and no/100 (\$25.00) Dollars for payments received ten (10) days past due will be assessed the Purchasers. The Sellers may elect to bring action or actions on any covenant herein or on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Purchasers. It is stipulated that the covenant to pay intermediate installments or to pay items repayable by the Purchasers

are independent of the covenant to make or deliver a deed, and that every such action is one arising on contract for the recovery of money only as if the promise to pay had been expressed in a separate and different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default and no waiver by the Sellers of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

In the event that the Purchasers shall fail to make payments as provided herein and the Sellers shall be required to employ the services of any attorney for preparation and service of notices, demands or correspondence in connection with said delinquency, that the Purchasers shall pay to the Sellers the reasonable expense incurred by Sellers in employing the services of said attorney. It is further agreed in any suit or action to enforce any covenant of this Agreement or to collect any installment payment or any charge arising therefrom, the Purchasers agree to pay a reasonable sum as attorney's fees and all costs and expenses of searching records, obtaining title reports and costs of said suit, which sums shall be included in any judgment or decree entered in such suit or incurred by Sellers.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this instrument this 21 day of January, 1987.

Robert S. Chase, Jr.
ROBERT S. CHASE, JR. Seller

Gayle N. Mica
GAYLE N. MICA Seller

Michael J. McKenzie
MICHAEL J. MCKENZIE Purchaser

Marlea McKenzie
MARLEA MCKENZIE Purchaser

Douglas P. McKenzie
DOUGLAS P. MCKENZIE Purchaser

Sharon Brayne
SHARON BRAYNE Purchaser

STATE OF WASHINGTON)
 : ss.
 County of Clark)

I certify that I know or have satisfactory evidence that ROBERT S. CHASE, JR. signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

[seal or stamp]

Dated: 1-12-87
 Signature of [Signature]
 Notary Public
 Title Notary Public
 My Appointment Expires: 2-27-87

STATE OF WASHINGTON)
 : ss.
 County of ~~Clark~~ King)

I certify that I know or have satisfactory evidence that GAYLE N. MICA signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

[seal or stamp]

Dated: January 9, 1987
 Signature of [Signature]
 Notary Public
 Title Notary Public
 My Appointment Expires: 10-22-87

STATE OF WASHINGTON)
 : ss.
 County of Clark)

I certify that I know or have satisfactory evidence that DOUGLAS P. MCKENZIE and MARLEA MCKENZIE, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

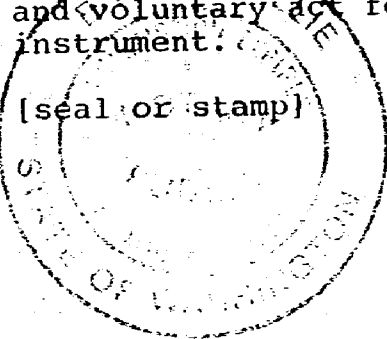
[seal or stamp]

Dated: 1-20-87
 Signature of [Signature]
 Notary Public
 Title Notary Public
 My Appointment Expires: 10-13-87

BOOK 114 PAGE 9

STATE OF WASHINGTON)
County of Skamania) : ss.

I certify that I know or have satisfactory evidence that
MICHAEL J. MCKENZIE and SHARON BRAYNE, husband and wife,
signed this instrument and acknowledged it to be their free
and voluntary act for the uses and purposes mentioned in the
instrument.



Dated: 1-21-87

Signature of Notary Public Brenda Kellie

Title Notary Public
My Appointment Expires: 10-18-87

FILED FOR RECORD
STATE OF WASH
BY SKAMANIA CO. TITLE

JAN 23 1 49 PM '87

GARY E. COON

11180
REAL ESTATE EXCISE TAX

1-8-1987

PAID 5.00

Skamania County Treasurer