

REAL ESTATE CONTRACT

THIS AGREEMENT made this day between HERBERT L. DAVIS, a single man, hereinafter called "Seller", and LOUIS P. McATEE and JACQUELINE LORRAINE McATEE, husband and wife, of MP1.86L Mt. Pleasant Road, Washougal, WA 98671, hereinafter called "Buyer",

W I T N E S S E T H:

1. PREMISES SOLD: That the Seller will sell to the Buyer, his heirs and assigns, and Buyer will buy of the Seller, his heirs, executors, administrators and assigns, the following described real property situate in Skamania County, Washington, with appurtenances thereunto belonging on the following terms and conditions:



A Parcel of Land located in the Northeast Quarter of the Northeast Quarter of Section 3, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as:

Lot 1 of the Herbert Davis Short Plat as recorded in Book 3 of Short Plats on Page 76, Skamania County Records.



2. PURCHASE PRICE: The purchase price for said real property is the sum of TWENTY THOUSAND and no/100 DOLLARS (\$20,000.00), of which the Buyer has paid unto the Seller the sum of \$2,000.00, receipt of which is hereby acknowledged by the Seller, and the balance of \$18,000.00 shall be paid in monthly installments of \$250.00, or more, commencing on the 1st day of February, 1987, with a like installment due on the 1st day of each month thereafter until the balance of the purchase price, together with interest, shall be paid in full.

All payments shall include interest on the unpaid balance owed from time to time at the rate of ten (10%) percent per annum computed from the date of this agreement, until said balance of the purchase price, together with interest is paid in full.

Buyer reserves the right to pay the balance due on this contract in full at any time without penalty.

All payments under this Contract shall be made to the Seller's order at First Interstate Bank of Washington, 1625 "B" Street, Washougal, WA 98671, or at such other place as the Seller shall, in writing direct.

3. LATE CHARGE: In the event the Buyer shall be delinquent more than fifteen (15) days in making any payment, a late charge of four (4%) percent of the delinquent payment or payments shall be made. The late charge will be computed monthly on all sums which are delinquent.

4. POSSESSION: It is understood and agreed that possession to said premises is to be delivered to Buyer on the date of this agreement.

5. BUYER'S COVENANTS: Buyer covenants and agrees to the following terms and conditions, to-wit: To make the payments above agreed to promptly, in the manner and on the dates above named; to keep the buildings on the premises constantly insured in companies acceptable to the Seller against loss or damage by fire or other casualty to the full insurable value thereof, with loss payable to Seller and Buyer as their respective interests may appear, all policies on the buildings to be delivered to the Seller, if requested, who may retain same until the balance of the purchase price is paid in full; to take the property hereby in the condition as it stands of the date of this agreement, and to pay the consideration agreed upon, regardless of any loss,

Registered ☒  
 Indexed, Dir. ☒  
 Indirect ☒  
 Filed ☐  
 Mailed ☐

Transaction in compliance with County subdivision ordinances.  
 Skamania County Assessor - By: *DM*

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destruction or damage to any of the improvements thereon by fire, or from any other cause after said date; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Seller, or his 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 utility charges, taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Seller in and to said property; and to make no alterations which would materially affect the general structure of the premises sold herein nor remove any of said fixtures from said buildings without the written consent of the Seller. Buyer further covenants and agrees in the event of destruction or damage to said property and the payment of insurance proceeds to Seller, any insurance so paid to Seller shall be credited upon the unpaid balance of this contract, except, that in the event of a partial loss, the proceeds of such insurance may be applied, at Buyer's option, to the actual expenses incurred by the Buyer in making necessary repairs resulting to the damaged premises.

6. BUYER'S ACKNOWLEDGMENTS: Buyer acknowledges that he has inspected the residence situate on the aforescribed premises and that he is buying same in its present condition without any warranties as to fitness having been made by Seller. Buyer further acknowledges that he has been advised the spring supplying water to said premises is not located on land owned by Seller, that Seller does not have an easement to take water from said spring or for a line of pipe running therefrom to the premises sold hereby and that Seller has not and does not represent the quality of said water is fit for human consumption or that the quantity is sufficient to supply Buyer's needs.

7. TIMBER: Buyer covenants and agrees that he will not cut any merchantable timber standing on the aforescribed real estate nor remove any down timber without first receiving the written consent of Seller. Should Seller ever give such consent, all proceeds received from the sale of timber removed from said premises shall be paid to Seller to apply on the unpaid purchase price of this Contract and accrued interest, if any.

8. ADVANCES: In case the Buyer fails to make any payments 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 twelve (12%) percent per annum thereon from date of payment until repaid, shall be repayable by Buyer on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.

9. SELLER'S COVENANTS: The Seller agrees that when the Buyer shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the Seller to or for the benefit of the Buyer or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this Contract to make, execute and deliver to the Buyer, 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 Seller and shall not include any taxes or assessments which may have become a lien after the date of this Contract.

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10. CHANGE IN TITLE OR OCCUPANCY: The rights to purchase granted by this Real Estate Contract are personal to the Buyer, and Seller's reliance upon Buyer'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 the Buyer, nor shall Buyer make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of the Seller. Any attempt at assignment and transfer by Buyer in violation of the foregoing provisions may, at Seller's option, be deemed a default by Buyer and Seller may declare the remaining Contract balance, accrued interest and other sums owing by the Buyer to Seller hereunder, immediately due and payable.

11. FORFEITURE: Time is of the essence of this Contract, and if the Buyer shall fail, refuse or neglect to pay either or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyer to be performed, then the Seller may cancel and render void all rights, titles and interests of the Buyer and his successors in this Contract and in the real estate which is the subject of this Contract by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Seller records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this Contract, the Seller may retain all payments made hereunder by the Buyer and may take possession of the property ten (10) days following the date this Contract is forfeited and summarily eject the Buyer and any person or persons having possession of the said property by, through or under the Buyer who was properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Buyer or any person or persons claiming by, through or under the Buyer who was properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remains in possession of the property more than ten (10) days after such forfeiture, the Buyer, or such person or persons, shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the property, and may recover from the Buyer or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Seller's reasonable attorney's fees.

12. OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Seller may, at his election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Buyer, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyer, are independent of the covenant to make a deed.

13. COSTS AND ATTORNEYS' FEES:

(a) If this Contract or any obligation contained in it, is referred to any attorney for collection, forfeiture or realization, Buyer agrees to pay to Seller a reasonable attorney's fee, (including fees incurred with or without legal suit), expenses of title search and all other legal expenses. If any such fee is not paid within thirty (30) days after Buyer is billed, said amount shall be added to the balance of the unpaid purchase price then due.



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(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.

14. REPRESENTATIONS: Buyer has inspected the property sold herein and has found the same to be to his satisfaction and he agrees that no promises, representations, statements or warranties, expressed or implied, as to any improvements thereon or repairs thereto, or as to any zone classification or regulation, shall be binding upon the Seller unless expressly contained herein.

15. WAIVER: No assent, expressed or implied, by Seller to any breach of Buyer's 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 have caused this Agreement to be executed in duplicate this 20<sup>th</sup> day of January, 1987.

Herbert L. Davis  
Herbert L. Davis, Seller

Louis P. McAtee  
Louis P. McAtee, Buyer

Jacqueline Lorraine McAtee  
Jacqueline Lorraine McAtee, Buyer

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

On this day personally appeared before me HERBERT L. DAVIS, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20<sup>th</sup> day of January, 1987.

Robert W. Chell  
Notary Public in and for the State of  
Washington, Residing at Camas.

RECORDER'S NOTE: NOTARIAL SEAL  
NOT AFFIXED

My Appointment Expires: 9-22-89.

FILED FOR RECORD  
SKAMANIA CO. TITLE  
BY SKAMANIA CO. TITLE

JAN 23 2 46 PM '87

E. McFarland  
CLERK

11181

REAL ESTATE EXCISE TAX

JAN 23 1987

PAID

314.00

James R. McFarland  
CLERK