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BOOK 105 PAGE 528

FILED FOR RECORD
SKAMANIA COUNTY
BY CLARK COUNTY TITLE

JUN 2 2 34 PM '87

d. Dub, Ap.
GARY H. GILSON

REAL ESTATE CONTRACT

1. Effective Date: MAY 18, 1987
2. Seller: JAMES A. CHURCH and
BARBARA L. CHURCH,
husband and wife,
3. Purchaser: PATRICK A. COMBS,
a single person,
4. Property Sold. 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 thereon,
situated in Skamania County, Washington:

The North half of the Southeast quarter of the
Northeast quarter of the Southeast quarter of
Section 30, Township 2 North, Range 5 E.W.M.,
Skamania County, Washington.

EXCEPT the East 30.00 feet lying within County Road
known as Bear Prairie Road.

SUBJECT TO: Easements and restrictions of record.

5. Payment Terms. The terms and conditions of this contract
are: Purchase price of the real estate is SEVENTEEN THOUSAND
FIVE HUNDRED AND NO/100 DOLLARS (\$17,500.00), of which TWO
THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) has been
paid, the receipt of which is hereby acknowledged. The balance
of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) shall be paid
in monthly installments of TWO HUNDRED AND NO/100 DOLLARS
(\$200.00), beginning on the 5th day of JULY, 1987, and continuing
on the same day of each month thereafter until the balance of the
purchase price, both principal and interest, is fully paid. The
unpaid balance of the purchase price shall at all times bear
interest at ten percent (10%) per annum, commencing on the
effective date of this contract. From each payment shall first
be deducted the interest to date of payment and the balance shall
be applied to the principal. Permission is granted to purchaser
to make larger payments at any time, or to pay this contract in
full, and the interest shall immediately cease on all payments so
made.

11375

REAL ESTATE CONTRACT - 1

REAL ESTATE EXCISE TAX

JUN 2 1987

PAID 167.05J. R. Wynn, Deputy
SKAMANIA COUNTY TREASURER

Registered S
Tax & L. H. S
Index S
Filed
Mailed

LAW OFFICES OF
Landerholm, Memovich,
Lansverk & Whitesides, Inc., P.S.
Broadway at Evergreen, Suite 400
P.O. Box 1086
Vancouver, Washington 98666
(206) 696 3312

Compliance with County subdivision ordinances.
Skamania County Assessor - By: *DM* 2-5-20-7-203

NOTWITHSTANDING THE ABOVE PAYMENT PROVISIONS, THE PURCHASE PRICE AND INTEREST SHALL BE PAID ON OR BEFORE JULY 1, 1994.

6. Fulfillment Deed. On full payment of the purchase price and interest in the manner hereinabove specified, the seller agrees to execute and deliver to purchaser a Warranty Deed to the property, free and clear of any encumbrances, except those encumbrances and obligations being assumed by the purchaser, if any, according to Paragraph 4 above, and any that may accrue hereafter due to any person other than the seller.
7. Possession. The purchaser is entitled to physical possession on RECORDING DATE, 1987.
8. Prorate Items. The following items will be prorated between seller and purchaser as of the date this transaction closes:
ITEMS: real estate taxes and assessments.
9. Future Taxes. The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate.
10. Acceptance of Premises. The purchaser agrees that a full inspection of the premises has been made. The seller shall not be liable under any agreement with respect to (a) the condition of the premises, or (b) any service, installation, maintenance, or construction charges for sewer, water or electricity, or (c) for alterations, improvements or repairs, unless the agreement is in writing and attached to this contract.
11. Title Insurance. The purchaser agrees to procure within fifteen (15) days from date a purchaser's policy of title insurance in standard form, insuring the purchaser to the full extent of the purchase price against loss or damage by reason of defect in the record title of the seller to the real estate herein described or by reason of prior liens or encumbrances not assumed by the purchaser in this contract.
12. General Advancements by Seller. In case the purchaser fails to make any payment to others as herein provided or to maintain insurance, if required herein, 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 percent (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 rights the seller might have by reason of such default.

13. Default Provisions.

(a) Right to Collect Payments. Seller may elect to bring an action on any overdue installment or on any payment or payments made by seller and repayable by purchaser. The promise to pay intermediate installments is independent of the promise to make a deed.

(b) Forfeiture Provisions. Time is of the essence of this contract. No waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon his doing so, all payments made by the purchaser and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property. After default, the seller may give a ninety (90) day notice of intent to declare a forfeiture in writing in accordance with RCW 61.30. Within the 90-day period the purchaser shall have the right to remove the grounds for forfeiture specified in the notice. Purchaser shall not be reinstated, however, until the purchaser has paid to the seller all expenses that seller has incurred in the declaration and service of such notice, including attorney's fees incurred by seller.

(c) Attorney's Fees.

(1) If this contract or any obligation contained in it is referred to an attorney for collection or realization, purchaser agrees to pay seller's attorney's fees, including fees incurred with or without legal suit, expenses of searching records to determine the condition of title, and all other related legal expenses.

(2) In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party's attorney's fee, together with all costs and expenses incurred in connection with such action, including the cost of searching records to determine the condition of title.

(d) Notice Provisions. Service of all demands or notices pursuant to this contract may be made by certified mail and regular mail, postage prepaid, directed to the purchaser or

seller at his address stated below. The time specified in any notice shall commence to run from the date of the postmark.

(e) Acceleration. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the sums obligated to be paid by the purchaser herein to be immediately due and payable. Prior to acceleration, a thirty (30) day notice of intent to accelerate shall be made by seller in writing. Within the thirty (30) day period, the purchaser shall have the right to remove the grounds for acceleration specified in the notice. Acceleration shall be declared, however, unless the purchaser has paid to the seller all expenses that seller has incurred in the declaration of intention to accelerate and service of such notice, including attorney's fees incurred by the seller. Upon acceleration being declared, all sums due under this contract, including all costs and attorney's fees, shall immediately be payable in full, and purchaser shall have no right to bring the delinquencies current and reinstate the contract.

14. Condemnation. In the event of the taking of any part of the property for public use, all of the monies received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the seller may be required to expend in procuring such money.

15. Nuisance. The purchaser will not create a nuisance or commit waste on the premises.

16. Late Charges. In the event the purchaser shall be delinquent more than ten (10) days in making any payment, a late charge of \$15.00 shall be made.

17. Assignment. The purchaser shall not sell the foregoing real property by contract of sale, nor assign this document, nor sell or transfer all or any portion of the described premises without first obtaining written consent of the seller. If the purchaser shall assign, give, sell or convey or otherwise encumber all or any portion of said premises, without the express written consent of seller, the balance of the purchase price shall become immediately due and payable at the option of the seller.

18. Collection. The seller may place this contract for collection with the agent of his choice, may transfer the collection from one agent to another, and may terminate any collection, all at the seller's election.

19. Seller's Address. 4213 N.E. 152nd Avenue
Vancouver, WA 98682

20. Purchaser's Address. 247 Blair Road
Washougal, WA 98671

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 18 day of May, 1987.

SELLER:

PURCHASER:

James A Church
JAMES A. CHURCH

Patrick A Combs
PATRICK A. COMBS

Barbara L Church
BARBARA L. CHURCH

INDIVIDUAL

STATE OF WASHINGTON,
COUNTY OF CLARK

This is to certify that on this 18 day of MAY, A. D. 1987, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared JAMES A. CHURCH AND BARBARA L. CHURCH

to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged to me that THEY signed and sealed the same as THEIR 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, the day and year first above written.

Jan Southard
Notary Public in and for the State of Washington,
residing at RIDGEFIELD
My commission expires 10/10/90.

INDIVIDUAL

STATE OF WASHINGTON,
COUNTY OF CLARK

This is to certify that on this 29 day of MAY, A. D. 1987, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared PATRICK A. COMBS

to me known to be the individual HE described in and who executed the within and foregoing instrument, and acknowledged to me that HE signed and sealed 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, the day and year first above written.

Jan Southard
Notary Public in and for the State of Washington,
residing at RIDGEFIELD
My commission expires 10/10/90.