

104545

BOOK 108 PAGE 101

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 8th day of January, 1988, between **BERNICE N. ACKLEY**, a widow, hereinafter called the "Seller", and **HEATHER J. STILES**, a single woman, 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:

Commencing at the Northeast corner of the Southwest Quarter of Section 26, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, and running thence West along the Quarter line, 646 feet; thence South  $01^{\circ}35'$  East, 660 feet; thence North  $89^{\circ}43'$  East, 637 feet to the North-South Quarter line of said section; thence North along said Quarter line, 660 feet to the point of beginning EXCEPT the West 140 feet thereof.

SUBJECT TO the rights of the public in that portion of the above described real estate lying within Home Valley Cut-Off Road and Wind Mountain Road.

AND SUBJECT TO easements of the Home Valley Water District.

The terms and conditions of this contract are as follows:

Price and Payment Terms

1. The purchase price is **Thirty-four Thousand and no/100 Dollars, (\$34,000.00)** of which **Three Thousand Four Hundred and no/100 Dollars (\$3,400.00)** has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

a. **Three Hundred Forty-seven and 10/100 Dollars (\$347.10)** or more, at Purchaser's option, on or before February 8, 1988 and **\$347.10** or more, at Purchaser's option, on or before the 8th day of each succeeding calendar month thereafter until the balance of said purchase price shall have been fully paid.

b. The Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of nine per cent (9%) per annum from the 8th day of January, 1988, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

c. Purchaser agrees that the entire purchase price, together with interest as specified herein, shall be paid in full by February 8, 2000, and that the amount of the final payment shall be the total of the principal and interest remaining unpaid at the time of the final payment.

REAL ESTATE EXCISE TAX

JAN 8 1988

PAID 445.60

SKAMANIA COUNTY TREASURER

-1-

Registered	\$
Indexed	\$
Indirect	\$
Filed	
Mailed	

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY J. C. KIDPINSKI

JAN 8 2 32 PM '88

AUDITOR  
GARY M. OLSON

Transaction in compliance with County Sub-Division Ordinance  
Skamania County Assessor - By: Dan 1-8-88  
38-26-700

2. All payments to be made hereunder shall be made at 461 Kalama River Road, Kalama, Washington, or at such other place as the Seller may direct in writing.

3. Purchaser may at her option pay the entire balance of the purchase price remaining due, or any part of such balance, at any time before maturity, without notice to Seller and without penalty.

4. As referred to in this contract, "date of closing" shall be January 8, 1988.

Pro-rated Taxes and Insurance

5. Both taxes and insurance shall be pro-rated as between Seller and Purchaser as of the date of closing.

6. The Purchaser assumes and agrees to pay before delinquent all taxes and assessments, including but not limited to any governmental improvement assessments or charges that as between grantor and grantee, may hereafter become a lien on said real estate. Upon request by Seller, Purchaser will show proof of said payments.

Inspection

7. The Purchaser agrees that full inspection of said real estate has been made and that neither the Seller nor her 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 agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

Purchaser is acquiring the property "as is", and Seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Purchaser acknowledges that she has made her own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant she may retain. Purchaser may not rely upon any representation of any party, whether or not such party purports to act on behalf of Seller, unless the representation is expressly set forth herein or in a subsequent document executed by Seller. All representations, warranties, understandings and agreements between Purchaser and Seller are merged herein and shall not survive closing.

Taking

8. The Purchaser assumes all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use and agrees that any such taking shall not 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 agrees in writing 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.

Insurance

9. The Purchaser agrees to keep any improvements or future improvements located on the property insured against loss or damage by fire, windstorm and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the Seller and with loss payable first to Seller as her interest may appear, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the Seller. All such policies shall provide that they cannot be amended or canceled without ten (10) days written notice to Seller.

Title Insurance

10. The Seller has delivered a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Skamania County 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:

- a. Printed general exceptions appearing in said policy form; and
- b. 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.

Deed

11. 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 standard policy exceptions.

Possession

12. Purchaser shall be entitled to possession of said real estate on or before April 1, 1988 and to retain possession so long as Purchaser is not in default hereunder. Possession shall be deemed given when Seller has vacated the premises and delivered the keys to the premises to Purchaser. The Purchaser covenants to keep any 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. Seller shall pay Purchaser the sum of \$200.00 for each month that Seller remains in possession of the premises after the date of closing.

Use of Premises

13. Purchaser covenants and agrees to make or permit no unlawful, offensive or improper use of the premises or any part thereof.



Assignment

14. The rights hereby granted are personal to the Purchaser, and Seller's reliance upon Purchaser'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 Purchaser, nor shall Purchaser make or enter into any contract for the sale of the property or any interest therein without the prior written consent of Seller.

Default

15. In case the Purchaser fails to make any payment herein provided, the Seller may make such payment, and any amounts so paid by Seller, together with interest at the rate of 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 right the Seller might have by reason of such default.

16. Time and the covenants of Purchaser are 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 at her option exercise any of the following alternative remedies upon giving Purchaser thirty (30) days written notice specifying the default and the remedy to be exercised should Purchaser fail to secure all defaults at the expiration of the 30-day period:

- a. Suit for delinquencies. Seller may institute suit for any installments or other sums then due and payable under this agreement, together with any sums advanced by Seller for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.
- b. Forfeiture and Repossession. The Seller may cancel and render void all rights, titles and interests of the Purchaser and her successors in this contract and in the property (including all of Purchaser's then existing rights, interests and estates therein and improvements thereon) 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 Purchaser and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Purchaser and any person or persons having possession of the said property by, through or under the Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture.

In the event the Purchaser or any person or persons claiming by, through or under the Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the Purchaser, 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 Purchaser 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 attorneys' fees.

- c. Specific Performance. Seller may institute suit to specifically enforce any of the Purchaser's covenants hereunder.
- d. Property Rental. In the event this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchaser and the Seller, and the Purchaser shall thereafter remain in possession of the property beyond any period otherwise permitted by law, the Purchaser agrees that she will occupy the property as a tenant at will, and the Purchaser shall be obligated to pay, and hereby promises to pay, during the period of such tenancy at will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two (2) times the installment amount as and when provided for in the specific terms hereof, and the Seller shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the State of Washington, the right to institute an action for summary possession of the property as provided by law.

17. The waiver of Seller to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the Purchaser shall be deemed only an indulgence by the Seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of Seller to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the Seller to utilize any particular remedy to enforce a breach of this contract shall not preclude Seller from electing to use an alternate remedy to enforce a subsequent breach. The remedies stated herein are cumulative and not mutually exclusive. Any delay or failure of Seller to take action upon default shall not be construed as a waiver of said default. If Seller is required to institute legal action to enforce any of the remedies indicated, Purchaser agrees to pay Seller's costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

18. In the event Seller should default in any of her obligations under this contract and such default continues for fifteen (15) days after the Purchaser gives the Seller written

notice specifying the nature thereof and the acts required to cure the same, the Purchaser shall have the right to specifically enforce this contract, institute suit for her damages caused by such default, or pursue any other remedy which may be available to Purchaser at law or in equity.

#### Notice

19. Any notice, declaration, demand, consent or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To Purchaser:

Heather J. Stiles  
PO Box 754  
Carson, WA. 98610

To Seller:

Bernice N. Ackley  
c/o Betty Stulgis  
461 Kalama River Road  
Kalama, WA. 98625

Either party may change its address by giving written notice to the other party in the manner provided above, provided that in no event shall Seller be required to send any notice to more than two (2) addresses. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

#### Costs and Attorneys' Fees

20. If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, court costs, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation). In the event either party hereto institutes any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees as are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

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

Seller:

Bernice N. Ackley  
BERNICE N. ACKLEY

Purchaser:

Heather J. Stiles  
HEATHER J. STILES



STATE OF WASHINGTON )  
 ) ss.  
 County of Skamania )

On this day personally appeared before me **BERNICE N. ACKLEY**, a widow, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of January, 1988.



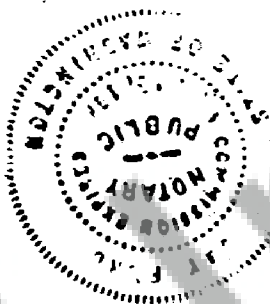
*(Signature)*  
 Notary Public in and for the State of Washington, residing at Carson, Wa.

Commission expires 8-15-89

STATE OF WASHINGTON )  
 ) ss.  
 County of Skamania )

On this day personally appeared before me **HEATHER J. STILES**, a single woman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of January, 1988.



*(Signature)*  
 Notary Public in and for the State of Washington, residing at Carson, Wa.

Commission expires 8-15-89

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BOOK 108 PAGE 101

## REAL ESTATE CONTRACT

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SUBJECT TO the rights of the public in that portion of the above described real estate lying within Home Valley Cut-Off Road and Wind Mountain Road.

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REAL ESTATE EXCISE TAX

JAN 8 1988

PAID 11767

JAN 8 1988  
SKAMANIA COUNTY TREASURER11783  
REAL ESTATE EXCISE TAX

JAN 20 1988

-1- PAID 11783

JAN 20 1988  
SKAMANIA COUNTY TREASURER

Registered \$  
Indirect \$  
Indirect \$  
Filed 1-15-88  
Mailed

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY J. C. KIRPINSKY

JAN 8 2 32 PM '88  
A. N. Pub. Rep.  
AUDITOR  
GARY H. NELSON

Transaction in compliance with County Subdivision Ordinance  
Skamania County Assessor - Dr. B1 1-8-88  
38-26-700