

SK-14801

01-05-06-1-0-0901-00

## REAL ESTATE CONTRACT

THIS AGREEMENT made this day between ELDON D. HELLER and J. COLLEENE HELLER, husband and wife, by and through their attorney-in-fact, Roger Malfait, and ROGER MALFAIT and LORETTA L. MALFAIT, husband and wife, hereinafter called "Sellers", and JAMES L. UNGER and CAROL MOORE UNGER, husband and wife, of MPO 02L Sportsman Road, Washougal, WA 98671, hereinafter called "Buyers",

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

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

A tract of land located in the North Half of the Northeast Quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of a tract of land conveyed to Eldon D. Heller et ux, by deed dated April 12, 1968, and recorded at page 15 of Book 59, records of Skamania County, Washington and the True Point of Beginning; thence South 87° 26' East along the South line of said tract 180 feet to the Southwest corner of a tract of land conveyed to Eldon Heller et ux by deed recorded at page 102 of Book 64, records of Skamania County, Washington, thence North 240 feet, more or less, to the center of Sportsman Road; thence Northwesterly along the center line of Sportsman Road to a point that is 279.38 feet North of the Point of Beginning, thence South 02° 34' West 279.38 feet to the True Point of Beginning.

EXCEPT any portion lying within Sportsman Road.

TOGETHER WITH all of Sellers' right, title and interest in the supply of water from a well on the aforescribed real estate, subject however to the rights of others to take water from said well, as described in that certain Community Well Agreement dated October 6, 1985, as amended or modified by agreement of the parties subsequent thereto.

2. PURCHASE PRICE: The purchase price for said real property is the sum of SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00), of which the Buyers have paid unto the Sellers the sum of \$300.00, receipt of which is hereby acknowledged by the Sellers, and the balance of \$6,700.00 shall be paid in monthly installments of \$60.00 or more commencing on the 1st day of April, 1988, with a like installment due on the 1st day of each month thereafter until January 1, 1990, at which date the monthly installments shall increase to \$150.00 which sum shall be 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.

Buyers reserve 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 Sellers' order at Riverview Savings Bank, 700 N.E. Fourth Avenue, Camas, WA 98607, or at such other place as the Sellers shall in writing direct

PAID

MAR 21 1983

REAL ESTATE EXCISE TAX

11871

SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor  
Parcel Number: 1-5-6-1-901  
By: DM

By: S  
11871

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3. LATE CHARGE: In the event the Buyers 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 Buyers on the date of closing.

5. BUYERS' COVENANTS: Buyers covenant and agree 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 make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Sellers, or their 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 Sellers in and to said property.

6. WELL: Sellers acknowledge Buyers are not assuming any claims for damages by others arising prior to the date of this agreement from use of water supplied from the well situated on the aforescribed real estate. Buyers do agree to cooperate with the other owners and users of the water from said well so that the system will be operated and maintained in the manner the present users have conducted said system.

7. ADVANCES: In case the Buyers fail to make any payments herein provided, the Sellers may make such payment and any amounts so paid by the Sellers, together with interest at the rate of ten (10%) percent per annum thereon from date of payment until repaid, shall be repayable by Buyers on Sellers' demand, all without prejudice to any other right the Sellers might have by reason of such default.

8. SELLERS' COVENANTS: The Sellers agree that when the Buyers 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 Sellers to or for the benefit of the Buyers 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 Buyers 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 Sellers and shall not include any taxes or assessments which may have become a lien after the date of this contract. Sellers further agree to furnish to Buyers a policy of title insurance insuring the Buyers to the full amount of said purchase price against loss or damage by reason of defect in Sellers' title to said real estate as of the date of this contract, within thirty (30) days from the date hereof.

9. ASSIGNMENT: It is agreed that no assignment of this contract nor any contract to assign this contract shall be valid unless the same shall be consented to by the Sellers in writing, and any attempted assignment or contract to assign the contract by the Buyers, shall be void unless consented to as above provided and shall be a default under the terms and conditions hereof.

10. FORFEITURE: Time is of the essence of this contract, and if the Buyers 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 Buyers to be performed, then the Sellers may cancel and render void all rights, titles and interests of the Buyers and their 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 Sellers record a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract, the Sellers may retain all payments made hereunder by the Buyers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Buyers and any person or persons having possession of the said property by, through or under the Buyers who was properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Buyers or any person or persons claiming by, through or under the Buyers 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 Buyers, or such person or persons, shall be deemed tenants at will of the Sellers and the Sellers shall be entitled to institute an action for summary possession of the property, and may recover from the Buyers 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 Sellers' reasonable attorney's fees.

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

Or Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

It is agreed that any such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

12. COSTS AND ATTORNEY'S FEES:

(a) If this contract or any obligation contained in it is referred to any attorney for collection, forfeiture or realization, Buyers agree to pay to Sellers 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 Buyers are billed, said amount shall be added to the balance of the unpaid purchase price then due.

(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.

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13. REPRESENTATIONS: Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, as to any improvements thereon or repairs thereto, shall be binding upon the Sellers unless expressly contained herein. Buyers understand and acknowledge that Sellers have not and do not represent the real estate sold hereby meets the requirements to construct a residence or any other structure thereon as established by the rules and regulations of the sanitary, building and zoning codes of Skamania County, Washington. Buyers further acknowledge Sellers have made no representation to Buyers as to the quality or quantity of water or equipment used to take water from the well situate on the aforescribed real estate.

14. WAIVER: No assent, expressed or implied, by Sellers to any breach of Buyers' 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 7<sup>th</sup> day of February, 1988.

ELDON D. HELLER

BY: Eldon D. Heller

Roger Malfait, His Attorney-in-fact

James L. Unger

James L. Unger

J. COLLEENE HELLER

BY: J. Colleene Heller

Roger Malfait, Her Attorney-in-fact

Carol Moore Unger

Carol Moore Unger

Roger Malfait

Roger Malfait

Loretta L. Malfait

Loretta L. Malfait

SELLERS

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

MAR 21 12 06 PM '88

A. J. Pub. Off.

AUDITOR  
GARY H. OLSON

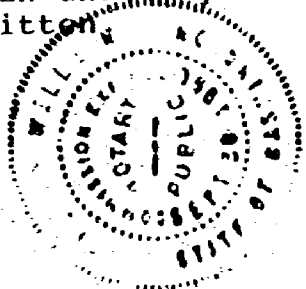
STATE OF WASHINGTON )

)ss:

COUNTY OF CLARK )

On this 26<sup>th</sup> day of February, 1988, before me personally appeared ROGER MALFAIT, who executed the within instrument as Attorney-in-fact for Eldon D. Heller and J. Colleene Heller, husband and wife, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as Attorney-in-fact for Eldon D. Heller and J. Colleene Heller, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Eldon D. Heller and J. Colleene Heller are now living, and are not insane.

GIVEN under my hand and official seal the day and year last above written.



Kathleen Williams  
Notary Public in and for the State of  
Washington, Residing at Camas.

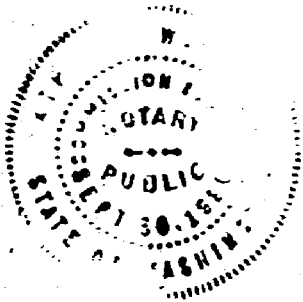
My Appointment Expires: 9-30-90.

## Real Estate Contract

STATE OF WASHINGTON )  
 ) ss:  
 COUNTY OF CLARK )

On this day personally appeared before me ROGER MALFAIT and LORETTA L. MALFAIT, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26<sup>th</sup> day of February, 1988.



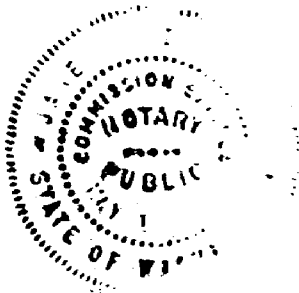
Kathleen Williams  
 Notary Public in and for the State of  
 Washington, Residing at Camey.

My Appointment Expires: 9-30-90.

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF CLARK )

On this day personally appeared before me JAMES J. UNGER and CAROL MOORE UNGER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7<sup>th</sup> day of March, 1988.



James J. Unger  
 Notary Public in and for the State of  
 Washington, Residing at W. Shogal.  
 My appointment expires: 5-1-91.