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

FILED FOR RECORD AT REQUEST OF

APR 29 1 11 PM '88

AUDITOR

GARY H. OLSON

WHEN RECORDED RETURN TO:

Name: Della L. Palmer
Address: 11610 S.E. Evergreen Hwy
Vancouver, Washington, 98664

REAL ESTATE CONTRACT

1. PARTIES AND DATE. This Contract is entered into on this 27 day of April, 1988 between DELLA L. PALMER, a single person of 11610 S.E. Evergreen Hwy, Vancouver, Washington, 98664, as "Seller" and BERTHA DOLAN, a single person, of M.P.O. 0.06L Dolan Road, Washougal, Washington 98671, who is purchasing, hereinafter referred to as "Buyer".

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Clark County, State of Washington:

See Attached Exhibit "A"

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

Electric Stove and Refrigerator

No part of the purchase price is attributed to personal property.

4. (a) PRICE. Buyer agrees to pay:
\$25,000.00 Total Price
Less \$10,000.00 Down Payment

Results in \$15,000.00 Amount Financed by Seller.
Plus Buyer's share of the closing costs in the amount of \$ 0 to be paid on or before January 5, 1989.

THE ENTIRE BALANCE OF PRINCIPAL IS DUE IN FULL NOT LATER THAN JANUARY 5, 1989. The final payment shall be made to the Seller at the above stated address for the Seller or such other place as the Seller may hereafter indicate in writing.

5. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM

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Philip E. Friberg
Attorney at Law
400 Columbia St. Suite 200
Vancouver, WA 98660
(206) 695-8950

Glenda J. Kimmel, Skamania County Assessor
By: [Signature] Parcel # 1-5-5-2-2-500

6. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

7. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.

8. POSSESSION. Buyer is entitled to possession of the property from and after the date of this contract.

9. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

10. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in

such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

11. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

12. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws. The Buyer realizes from a personal inspection of the property that there are numerous problems with the building or buildings on the premises which may or may not be fit for residential use. The Buyer takes all the risk of the condition of them and all necessary repairs that would need to be done to the properties.

13. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

14. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

15. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

16. CONDEMNATION. Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

17. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) **Suit for Installments.** Sue for any delinquent periodic payment; or

(b) **Specific Performance.** Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or

(c) **Forfeit Buyer's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be canceled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.

(d) **Acceleration of Balance Due.** Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.

18. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 17 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

19. **BUYER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

20. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

21. **ATTORNEYS' FEES AND COSTS.** In the event of any breach of

this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this contract and in any forfeiture proceedings arising out of this contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

22. NOTICES. Notice shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer and to Seller at the addresses listed at the beginning of the contract, or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

23. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.

24. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

25. DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

26. ADDENDA. Any addenda attached hereto are a part of this Contract.

27. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This contract may be amended only in writing executed by Seller and Buyer.

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28. EASEMENT. The Purchaser will assume all responsibility to gain final written easement agreement for ingress and egress to the property with the Meyers and Mark Gustofson. The Purchaser shall hold the seller harmless as to any expense or problems of obtaining said legal papers for the easement and the filing thereof.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

SELLER

BUYER

Della L. Palmer
DELLA L. PALMER, A SINGLE PERSON

Bertha Dolan
BERTHA DOLAN, A SINGLE PERSON

STATE OF WASHINGTON)

COUNTY OF CLARK)

SS.

ON THIS DAY personally appeared before me DELLA L. PALMER and BERTHA DOLAN, to me known to be the individuals described herein 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 27 day of April, 1988.

Philip E. Fisher
NOTARY PUBLIC in and for the State of Washington, residing at 1400 COVER

My Commission Expires 7-15-91

11959

REAL ESTATE EXCISE TAX
APR 29 1988

PAID 335.00

MANIA COUNTY TREASURER

EXHIBIT "A"

A tract of land in Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at a point 50 feet South and South $89^{\circ}20'$ East 150 feet from the Northwest corner of said Section 5; thence South $89^{\circ}20'$ East 66 feet; thence South 22° East 295 feet to the center of the Washougal River at low water; thence following the centerline of the Washougal River in a Southwesterly direction 160 feet to a point due South of the point of beginning; thence North 402 feet to the point of beginning.