

106284

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AGREEMENT FOR DEED

This Agreement for Deed made and entered into this 21<sup>ST</sup> day of NOV., 1988, by and between Ronald N Cummings and Charlotte Y Cummings, husband and wife, sellers, and Kevin White and Dixie White, husband and wife, Purchasers.

WITNESSETH

Sellers agree to sell and Purchasers agree to buy the following described real property commonly designated as M.P. 0.05 R Panda Road(Pohl Road), Washougal Washington, and more particularly described as follows, to wit;

Lot # 1 of Cummings Short Plat.

Beginning at a point 300.00 feet south and 209.00 feet east from the northwest corner of the northeast quarter of section 30 township 2 Range 5, E.W.M, Skamania County Washington.

Thence south 463.64 feet, thence east 470.00 feet, thence north 463.64 feet, thence west 470.00 feet to the point of beginning, consisting of five acres more or less.

Also an easement for ingress, egress and utilities over, under and across a strip of land 60.00 feet in width as described in book 79 of Deeds, page 549 recorded in the records of Skamania County Auditors office.

And an easement for ingress, egress and utilities over under, and across a strip of land 30.00 feet in width as described in book 79 of Deeds, page 428 recorded in the records of Skamania County Auditors office.

(1)

12416

REAL ESTATE EXCISE TAX  
DEC 7 1988  
PAID 1185.90  
JW Deputy  
SKAMANIA COUNTY TREASURER

Recorded	<u>5</u>
Indexed	<u>5</u>
Filed	<u>5</u>
Mailed	

Glenda J. Kimmel, Skamania County Assessor  
By: J/D Parcel #03 05 30 00 0300  
12/7/88

Subject to an easement for ingress, egress and utilities over, under and across a strip of land 30.00 feet in width as described in book 79, page 430 recorded in the records of Skamania County Auditors office.

Sellers agree and Purchasers agree to pay therefor the sum of \$88,500.00 in the manner following to wit; \$500.00 down as earnest money, receipt of which is hereby acknowledged;

The additional sum of \$10,000.00 shall be paid in cash. Closing shall occur on the signing of this document by both parties.

The balance of the purchase price in the sum of \$78,000.00 shall be paid at the rate of \$684.51 or more per month at the option of purchasers commencing on the 21st of November 1988 and continuing thereafter on the 21st day of each and every month until the 21st day of November 1993, on which date all unpaid balances shall fall due and payable.

All unpaid diminishing balances shall bear interest at the rate of 10% interest per annum from the 21st day of November 1988, such interest to be included in the monthly payments of \$684.51 or more and all payments shall be applied first upon interest and the balance upon principal.

Purchasers shall have the right and privilege of paying all or part of the balance of the purchase price at any time without penalty and payments made in excess of the monthly requirements shall be credited upon the purchase price in the order of the maturity of the monthly installments.

Possession of said premises shall be surrendered to Purchasers on the signing of this document by both parties.

Purchasers shall pay before delinquent all taxes and assessments levied or assessed against the said property from and after the date of this contract. Taxes for the year 1988 shall be prorated between the parties as of closing. Receipts showing payment of all taxes and assessments shall be delivered before delinquent to the escrow holder hereinafter named.

Purchasers assume all hazards of damage to said property from and after the day of closing, and purchaser,s shall keep the buildings on the premises insured during the term of this contract for the full insurable value with extended coverage and with loss, if any, payable to Seller;s so far as their interest shall appear.

In the event that Purchasers shall fail to pay the taxes or insurance when the same fall;s due, Sellers shall have the right to do so and have the amount thereof added to the balance due under this agreement.

Purchasers shall take good care of the property and shall keep the same in good condition and repair and shall not commit any waste or damage thereon. Purchaser;s accept said premises in the present as-is condition thereof and acknowledge that no guarantees or warranties of any kind, either expressed or implied, have been extended by Seller"s.

~~The First Interstate Bank of Washougal Washington~~ <sup>Seller's</sup> is hereby designated as escrow holder. Simultaneously with the execution of this agreement, Sellers have executed a Warranty Deed which shall be placed in escrow with the escrow holder.

All payments as herein required shall be paid to said escrow holder for transmittal to Seller's or for credit to Seller" as Seller's may direct.

All fire insurance policies shall be deposited with the escrow holder.

Seller's guarantee clear title free of all encumbrances excepting only existing easements, reservations and servitudes.

Upon full payment of the purchase price, the escrow holder shall deliver all instruments held in escrow to Purchaser's and the parties understand and agree that revenue stamps must be affixed to this contract based upon a consideration of \$88,500.00 and the cost of revenue stamps shall be charged to Seller's.

Purchaser's shall pay before delinquent, all charges for utility, services. The parties shall share equally all escrow expense incurred necessary to consummate this transaction.

Purchaser's shall pay their share of the annual sustaining escrow charges in addition to the monthly payments as herein required.

Time is of the essence of this agreement and it is mutually agreed that in the event that if Purchaser's shall fail to comply with the terms of this agreement or with any thereof then Seller's may at their option take legal action to recover any delinquent payment's, or may declare all unpaid balances due and owing and take legal action to recover the same, or may declare this agreement to be null and void and all rights and interests hereby created or existing in favor of Purchaser's their heirs or assigns, shall utterly cease and terminate and the premises hereby contracted to be sold and all improvements

made thereon by Purchaser's shall revert to and revest in Seller's heirs or assigns as absolutely as if this agreement had not been made and Seller's shall be entitled to the possession of said premises and every part thereof and to the said improvements and may keep and retain all payments theretofore made as liquidated damages, but it is further agreed that Seller's shall not declare this agreement null and void for any default of Purchaser's until notice shall have been given Purchaser's to perform the terms of this agreement in which default has been made and until thirty (30) days shall be allowed within which to perform the matters in default. It is further agreed that such notice of default may be given to Purchaser's by mailing a written statement thereof by certified mail addressed to Purchaser's at their last known address and no other notice shall be necessary or required.

In the event that Purchaser's shall become delinquent in any payment required to be made and should Seller's give a notice of default as herein provided, a copy of such shall be furnished to the escrow holder and Purchaser's agree to pay the sum of \$100.00 for the preparation of each notice of default and the said sum of \$100.00 shall be paid in addition to any delinquent payment before such default can be corrected by Purchaser's.

In the event suit becomes necessary to forfeit this agreement or to enforce any of the provisions hereof, the successful party shall be entitled to tax as costs a reasonable attorneys fee and all costs incurred.

It is further agreed that any extensions of time given to Purchaser's within which to comply with any of the terms

of this contract shall not in any event be construed as a waiver of any preceding or succeeding default, but all rights of the parties in relation thereto shall be and remain the same upon a failure of Purchaser's to comply with any of the terms of this agreement upon their part, at the time and in the manner herein provided for as if such extension had not been made.

Either party shall have the right to sell or assign the interest held by such party. Provided however, that the other party shall be promptly notified of the sale or assignment.

The sale or assignment made by Purchaser's shall not release Purchaser's from liability for full performance of this contract.

Purchaser's agree that no tree cutting will be allowed without Seller's approval or until the fulfillment of this contract.

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Ronald D. Cummings*

Dec 7 12 03 PM '88

*E. Mayfield*  
AUDITOR  
GARY M. OLSON

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IN WITNESS WHEREOF, the parties have hereunto affixed  
their hands and seals the day and year first above written.

Ronald N. Cummings  
Charlotte Y. Cummings  
SELLERS

Karin D. White  
White White  
PURCHASER'S

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me RONALD N  
CUMMINGS & CHARLOTTE Y CUMMINGS to me known to be the individ-  
uals described in and who executed the within and foregoing  
instrument and acknowledge that they signed the same as their  
free and voluntary act and, for the uses and purposes therein  
mentioned.

GIVEN under my hand and official seal this  
day of November 1988

J. G. B. B. B.  
Notary Public in and for  
the state of Washington



CLOSING COSTS

	purchaser	seller
2nd half taxes	\$551.43	\$71.70
Earnest Money	\$500.00	
Down payment	\$10,000.00	
First payment	\$684.51	
TOTAL	\$11,735.94 -\$500.00 \$11,235.94	\$71.70