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BOOK 113 PAGE 892

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SKAMANIA CO. WASH  
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A. Nus, Dep.  
CLERK  
GARY M. OLSON

SK-15206

01-05-03-0-0-0105-00

REAL ESTATE CONTRACT

1. Effective Date: May 5, 1989.
2. Seller: DICKINSON ENTERPRISES, INC., PROFIT SHARING TRUST; hereinafter referred to as "Seller;" and
3. Purchaser: DENNIS GALE, a single person, hereinafter referred to as "Purchaser."
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 the County of Skamania, State of Washington, more particularly described as:

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 3, Township 1 North, Range 5 East of the Willamette Meridian, described as Lot 4 of the BURNETT SHORT PLAT NO. 2 as recorded in Book 2 of Short Plats on page 127, records of Skamania County, Washington, together with an easement for ingress, egress, and utilities over and across the 60 foot private roadway described as Columbia Ridge Road; and as delineated on the Short Plat herein described.

5. Payment Terms. The terms and conditions of this contract are: Purchase price of the real estate is TWENTY-SIX THOUSAND NINE HUNDRED DOLLARS (\$26,900), of which FIVE THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$5,380) has been paid, the receipt of which is hereby acknowledged. The balance of TWENTY-ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$21,520) shall be paid in monthly installments of TWO HUNDRED NINETY-SIX and 52/100ths DOLLARS (\$296.52) beginning on the 1st day of July, 1989, and continuing monthly thereafter on the 1st day and every month until July 1, 1994, at which time the then-remaining unpaid principal balance, and all interest, shall become due and payable in full. The unpaid balance of the purchase price shall at all times bear interest at eleven percent (11%) per annum, commencing on the effective date hereof. From each payment shall first be deducted the interest to date 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.

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REAL ESTATE CONTRACT -1

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J. W. Deputy

Glenda J. Kimmel, Skamania County Assessor  
By: DJ Parcel # 1-5-3-105

Notwithstanding the payment provisions provided in the paragraph immediately preceding, the Seller will accept, in full satisfaction of all of Purchaser's obligations under this contract, a sum equal to ninety percent (90%) of the principal balance owing on this contract, as of the date of such payment, provided that such payment is made prior to one (1) year from the effective date of this contract. In the event of such prepayment, interest shall accrue upon the contract balance (undiminished by discount) to the date of such payment, and shall be paid in full contemporaneously therewith.

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 that may accrue hereafter due to any person other than the Seller.

7. Possession. The Purchaser is entitled to physical possession upon closing.

8. Prorate Items. The following item will be prorated between Seller and Purchaser as of closing: Real estate taxes.

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, unless the agreement is in writing and attached to this contract.

11. Title Insurance. The Seller 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 payments 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 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. A 30-day notice of intent to declare a forfeiture shall be made by Seller in writing. Within the 30-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 fees, 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) days notice of intent to accelerate shall be made by Seller in writing. Within the 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.

(f) Notwithstanding the above provisions, the remedies provided in this contract shall, be subject to the provisions of RCW 61 which relates to the forfeiture of real estate contracts.

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 fifteen (15) days in making any payment, a late charge of TWENTY-FIVE DOLLARS (\$25) shall be made for each month, or portion thereof, that such payments shall not be made.

17. Assignment. The Purchaser may not sell, assign, or transfer any interest in the purchased property or this contract except with the consent of the Seller; the Seller may as a condition of any such assignment, transfer, or sale, accelerate the unpaid balance owing upon the contract and require the same to be fully paid prior to such assignment, transfer, or sale; and that all attorney fees incurred by the Seller in connection with any request for permission to assign, sell, or transfer shall be paid by Purchaser.

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: 1203 NE 78th Street  
Vancouver, WA 98665

20. Purchaser's Address: P.O. Box 864  
Carson, WA 98610

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 5<sup>th</sup> day of May, 1989.

PURCHASER:

SELLER:

DICKINSON ENTERPRISES, INC.,  
PROFIT SHARING TRUST

Dennis L. Gale  
Dennis Gale, a single person

By: Charles W. Dickinson  
Authorized Signature

STATE OF WASHINGTON )

:SS

COUNTY OF CLARK )

On this day personally appeared before me Charles W. Dickinson to me known to be the Trustee of the Dickinson Enterprises, Inc., Profit Sharing Trust, and who executed the above and foregoing Real Estate Contract and acknowledged that he signed the same as the voluntary act and deed of Dickinson Enterprises, Inc. Profit Sharing Trust for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and OFFICIAL SEAL this 5<sup>th</sup> day of May, 1989.

John R. [Signature]  
NOTARY PUBLIC in and for the State of  
Washington residing at Vancouver.  
My commission expires 7/20/91