

SK-15350

02-05-20-0-0-0601-00

02-05-20-0-0-0606-00

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT made this day by and between ROBERT C. WHITAKER and SUSAN W. WHITAKER, husband and wife, hereinafter called "Sellers", and JOHN H. GOSS, JR., a single person, of MP.02R Mathew Road, Washougal, WA 98671, hereinafter called "Buyer",

W I T N E S S E T H:

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

A parcel of land located in the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington described as:

Lots 2 and 3 of the Robert C. Whitaker Short Plat No. 2 as recorded in Book 2 of Short Plats on Page 210, Skamania County records.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement for ingress, egress and utilities over and across the following described centerline:

Beginning at the Southwest corner of the North half, of the Southeast quarter of the Northwest quarter of said Section 20; thence South $88^{\circ}43'34''$ East along the South line of the said North half of the Southeast quarter of the Northwest quarter of said Section 20, 505.15 feet to a 300 foot radius curve to the left; thence along said curve $86^{\circ}07'$ feet; thence North $74^{\circ}50'11''$ East 36.60 feet to a 300 foot radius curve to the right; thence along said curve 64.74 feet; thence North $87^{\circ}12'02''$ East 52.36 feet to a 200 foot radius curve to the left; thence along said curve 63.35 feet; thence North $69^{\circ}03'09''$ East 78.53 feet to a 300 foot radius curve to the right; thence along said curve 127.12 feet; thence South $86^{\circ}40'08''$ East 250.37 feet to a 215 foot radius curve to the left; thence along said curve 133.02 feet; thence North $57^{\circ}52'57''$ East 12.83 feet more or less to a point 68 feet East of the East line of the said North half of the Southeast quarter of the Northwest quarter of said Section 20 and the end of this easement.

SUBJECT FURTHER to easement for utility purposes to Public Utility District No. 1 of Skamania as set forth in instrument, including terms and covenants thereof, recorded September 15, 1967, under Auditor's Recording No. 69169 in Book 58, at page 72, records of Skamania County, Washington.

SUBJECT FINALLY to second half 1989 real property taxes, which Buyer assumes and agrees to pay in full.

Section 2. PURCHASE PRICE: The purchase price for said real estate is the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), of which the Buyer has paid to Sellers the sum of \$370.00, receipt of which is hereby acknowledged by Sellers and the balance of \$19,630.00 shall be paid by Buyer to Sellers in monthly installments of \$265.00, commencing on the 1st day of September, 1989, with a like installment due on the 1st day of each month thereafter until the balance of the purchase price, together with interest, shall be paid in full.

12937

Registered *pi*
 Indexed *pi*
 Filed *pi*
 9-1-89

REAL ESTATE EXCISE TAX
 4062 1989
 PAID 256000
Glenda J. Kimmel
 SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
 By *Glenda J. Kimmel* Parcel # 02-05-20-00-0606-00

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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 contract, until said balance of the purchase price, together with interest, is paid in full.

In addition to the monthly installments, Buyer shall have the right to pay any amount on the principal balance due on this contract in any calendar year without penalty or Sellers' consent.

It is further agreed if Buyer shall fail to pay any monthly installment by the 15th day of the month in which it is due, then there shall be added to such installment a late charge of \$15.00.

All payments under this contract shall be made to Sellers' order at U.S. Bank, 430 N.E. Adams Street, Camas, WA 98607, or at such other place as the Sellers shall in writing direct.

Section 3. PRIOR ENCUMBRANCE - SELLERS' FAILURE TO PAY: Sellers agree to continue to pay the indebtedness owed on Sellers' note, dated February 14, 1984, to Heritage Bank, and secured by a Deed of Trust of even date, recorded February 17, 1984 under Recording No. 97161 in Book 60, at page 99, records of Skamania County, Washington. Seller shall cause said encumbrance to be released from the aforescribed real estate when Buyer pays the purchase price in full. If Sellers fail to make any payments on said encumbrance, Buyer may give written notice to Sellers that unless Sellers make the delinquent payments within fifteen (15) days, Buyer will make the payments together with any late charge, additional interest, penalties and costs assessed by the holder of the prior encumbrance. The fifteen (15) day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of five (5%) percent of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Sellers on the purchase price. In the event Buyer makes such delinquent payments on three (3) occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Sellers by the payments called for in such prior encumbrance as such payments become due.

Section 4. POSSESSION: Buyer shall be entitled to possession of the real estate contracted to be purchased from and after the date of this contract during his full and proper performance of the covenants and conditions hereof.

Section 5. ADVANCES: It is understood and agreed that in the event the Buyer fails or neglects or refuses to pay any taxes, assessments, or any other lawful charge against said property, the Sellers may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Buyer to the Sellers with interest thereon from each respective date of advancement until repaid at the rate of twelve (12%) percent per annum payable to the Sellers semi-annually.

Section 6. BUYER'S COVENANTS: Buyer covenants and agrees as follows:

(a) To make the payments above mentioned in the manner and on the dates named;

(b) To make or permit no unlawful or offensive or improper use of said property or any part thereof.

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(c) To keep the said property at all times in as good condition as the same now is, reasonable wear and tear excepted.

(d) To permit the Sellers or their agents to enter into or upon the said property at any reasonable time to inspect the same.

(e) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyer in this contract. Buyer shall mail proof of payment of real property taxes to Sellers annually.

(f) Not to permit or suffer any part of said property to become subject to any assessment, liens, charge or encumbrance whatsoever having or taking precedence over the rights of the Sellers in and to said property.

Section 7. DEED AND TITLE INSURANCE: Sellers agree to execute and deliver to Buyer within thirty (30) days after final payment on this contract a Warranty Deed conveying said property to the Buyer free and clear from all encumbrances except those mentioned herein and except taxes, liens or other encumbrances placed or suffered by Buyer or his successors. Sellers further agree to furnish to Buyer a purchaser's policy of title insurance insuring his legal title to said real estate as of the date of this contract within ninety (90) days from the date hereof.

Section 8. CHANGE IN TITLE OR OCCUPANCY: The rights to purchase granted by this Real Estate Contract are personal to the Buyer, and Sellers' reliance upon Buyer'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 the Buyer, nor shall Buyer make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of the Sellers. Any attempt at assignment and transfer by Buyer in violation of the foregoing provisions may, at Sellers' option, be deemed a default by Buyer and Sellers may declare the remaining contract balance, accrued interest and other sums owing by the Buyer to Sellers hereunder, immediately due and payable.

Section 9. FORFEITURE: Time is of the essence of this contract and if the Buyer 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 Buyer to be performed, then the Sellers may cancel and render void all rights, titles and interest of the Buyer and his 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 Buyer and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Buyer and any person or persons having possession of the said property by, through or under the Buyer who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Buyer or any person or persons claiming by, through or under the Buyer 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,

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the Buyer, 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 Buyer 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 Sellers' reasonable attorney's fees.

Section 10. 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 Buyer, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyer, are independent of the covenant to make a deed.

Section 11. 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, Buyer agrees 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 Buyer is 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.

Section 12. REPRESENTATIONS: Buyer has inspected the property sold herein and has found the same to be to his satisfaction and he agrees that no promises, representations, statements or warranties, expressed or implied shall be binding upon the Sellers unless expressly contained herein. Buyer expressly acknowledges that he has placed no reliance whatever upon any representations not expressed in this contract.

Section 13. WAIVER: No assent, expressed or implied, by Sellers to any breach of Buyer's 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 30th day of August, 1989.

Robert C. Whitaker
Robert C. Whitaker
Susan W. Whitaker
Susan W. Whitaker

"Sellers"

John H. Goss, Jr.
John H. Goss, Jr.

"Buyer"

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STATE OF WASHINGTON)

COUNTY OF CLARK)

ss.

On this day personally appeared before me ROBERT C. WHITAKER and SUSAN W. WHITAKER, 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 21st day of August, 1989



Robert C. Whitaker
Notary Public in and for the State of
Washington, Residing at Camas
My appointment expires: 12-22-89

FILED IN RECORD
STATE OF WASHINGTON
BY SKAMANIA CO. TITLE

AUG 29 10 57 AM '89

P. Lowmy

GARY H. C.