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BOOK 115 PAGE 721

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SKAMANIA CO. WASH  
BY ML ADAMS TITLE

SEP 1 3 47 PM '89

E. M. Olson  
ADJ. CLERK  
GARY M. OLSON

## REAL ESTATE CONTRACT

This contract made and entered into this 30th day of August, 1989, between Vernon E. Seager, a married person, dealing in his separate property, hereinafter called the "Seller" and, Alice N. Rosebrook and Samuel R. Dunlap, husband and wife, hereinafter called the "Purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate situated in Skamania County, Washington:

A tract of land located in the William M. Murphy D.L.C., in Section 27, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the initial point of a tract of land conveyed to the grantors by deed dated April 29, 1966, and recorded at Page 465 of Book 55 of Deeds, Records of Skamania County, Washington; thence North 23°26' East 255.6 feet to the Northerly right-of-way line of the county road designated as the House Road; thence North 68°17' East following said Northerly line 215 feet; thence North 21°43' East 167.45 feet, more or less, to the Northerly line of Parcel No. 1 of a tract of land conveyed to Ellis A. House and Elizabeth R. House, his wife, by deed dated May 17, 1956, and recorded at Page 502 of Book 41 of Deeds, records of Skamania County, Washington; thence following said Northerly line South 60°41' East and South 54°36' East to intersection with the Westerly line of a tract of land sold to Vernon E. Seager and Beverly A. Seager, his wife, by contract dated October 15, 1963, and recorded at Page 161 of Book 52 of Deeds, records of Skamania County, Washington; thence South 18°18' West along said Westerly line to intersection with the Northerly line of Primary State Highway No. 8 as it existed in 1962; thence following the Northerly right-of-way line of said highway Northwesterly to the initial point of the tract hereby described.

TERMS AND CONDITIONS:

The terms and conditions of this contract are as follows:

The purchase price is Thirty Three Thousand Five Hundred Dollars (\$33,500.00), of which Five Thousand Five Hundred (\$5,500.00) has been paid, the receipt whereof is hereby

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acknowledged and the balance of said purchase price shall be paid as follows:

Two Hundred Seventy Dollars (\$270.00) or more, at purchaser's option, on or before the 1st day of October, 1989, and Two Hundred Seventy Dollars (\$270.00) or more, at purchaser's option on or before the 1st day each succeeding month until the entire balance, including interest, shall be fully paid.

The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of ten percent (10%) per annum from the 30th day of August, 1989, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be paid to the seller at Bx 450 CARSONICA 98610, or at such other place as the seller may direct in writing.

As referred to in this contract "Date of Closing" shall be August 30, 1989.

PENALTY FOR LATE PAYMENT:

Purchasers payment will be late if not received within ten days of the due date. If a payment is late, purchaser will be charged five percent (5%) of the payment.

ASSIGNMENT OF CONTRACT:

The purchaser shall not assign any interest under this contract without the express written consent of the seller, which consent shall not be unreasonably withheld.

DUE ON SALE:

The seller may, at his option, declare immediately and payable all sums due under this real estate contract upon the sale or transfer without the seller's prior written consent of all or any part of the real property or any interest in the real property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether

by out right sale, deed, installment sale contract, land contract, contract for deed, lease hold interest with a term greater than three years, lease/option contract or by sale, assignment or transfer of any beneficial interest in and to any land trust holding title to the real property or by any other method of conveyance of real property interest. If any purchaser is a corporation or partnership, transfer also includes any change in ownership of more than 25 percent of the voting stock or partnership interest as the case may be of purchaser. However, this option shall not be exercised by seller, if exercise is prohibited by federal law or by Washington law.

TAXES:

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate and purchaser shall provide proof of payment of such taxes to the seller annually.

INSURANCE:

The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate, insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit as his interest may appear; and to pay all premiums therefore and to deliver all policies and renewals thereof to the seller.

WARRANTIES:

The purchaser agrees that full inspection of said real estate has been made and neither the seller nor his assigns shall be held to any covenant respecting the conditions of any improvements thereon, nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.



DAMAGE OR DESTRUCTION:

The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after the payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same, shall be devoted to the restoration or rebuilding of such improvements within a reasonable time unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

TITLE INSURANCE:

The seller has delivered or agrees to deliver within 15 days of the date of closing a Purchasers Policy of Title Insurance in standard form or a commitment therefor, issued by a registered Title Insurance Company insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

A. Printed general exceptions appearing in said policy form.

B. Lien or encumbrances which by the terms of this contract purchaser is to assume or as to which the conveyance hereunder is to be made subject; and,

C. Any existing contract or contracts under which seller is purchasing said real estate and any mortgage or other

obligation which seller, by this contract, agrees to pay. None of which for the purpose of this paragraph shall be deemed defects in seller's title.

EXISTING ENCUMBRANCES:

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

DELIVERY OF DEED:

The seller agrees upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a Statutory Warranty Fulfillment Deed to said real estate, excepting any part thereof hereafter taken for public use free of encumbrances except any that may attach after date of closing to any person other than the seller and subject to the following: Easements, covenants and restrictions of record.

POSSESSION:

Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

DEFAULT IN INSURANCE PAYMENTS:

In case the purchaser fails to make any payment herein provided or to maintain insurance as herein required, the seller may make such payment or effect such insurance and any amount so paid by the seller, together with interest at the rate of 10 percent per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand all without prejudice to any other right the seller might have by reason of such default.

DEFAULT:

The purchaser shall be in default under this contract if it:

- A. Fails to observe or perform any term, covenant or condition herein set forth or those of any prior encumbrances, or,
- B. Fails or neglects to make any payment of principal or interest or any other amount required to be so discharged by the purchaser, precisely when obligated to do so, or,
- C. Becomes or is declared insolvent or makes an assignment for the benefit of creditors or files any debtors petition or any petition is filed against it under any bankruptcy, wage earners reorganization or similar act, or,
- D. Permits the property, or any part thereof, or its interest therein to be attached or in any manner restrained or impounded by process of any court, or,
- E. Conveys the property, or a portion thereof without the prior written consent required herein of the seller.

SELLER'S REMEDIES:

In the event the purchaser is in default under this contract, the seller may, at its election, take the following courses of action;

- A. Suit for delinquencies: The seller may institute suit for any installment amounts or other sums due and payable under this contract as of the date of the judgment and any sums which have been advanced by seller as of said date,



pursuant to the provisions of this contract, together with interest on all of said amounts at the default rate, from the date each such amount was advanced or due, as the case may be, to and including the date of collection;

B. Forfeiture and Repossession: The seller may cancel and render void all rights, titles and interests of the purchaser and its successors in this contract and in the property (including all of purchaser's then existing rights, interest and estates therein and timber crops and improvements thereon), 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 90 days thereafter and the seller records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract, the seller may retain all payments made hereunder by the purchaser and may take possession of the property ten days following the date this contract is forfeited and summarily eject the purchaser and any person or persons having possession of the said property by, through or under the purchaser, who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the purchaser or any person or persons claiming by, through or under the purchaser, who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten days after such forfeiture, the purchaser, or such person or persons shall be deemed tenants at will of the seller and the seller shall be entitled to institute an action for summary possession of the property and may recover from the purchaser, 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 seller's reasonable attorneys fees.

PURCHASER'S REMEDIES:

In the event the seller should default in any of its obligations under its contract and such default continues for

fifteen days after the purchaser gives the seller written notice specifying the nature thereof and the acts required to cure the same, the purchaser shall have the right to specifically enforce this contract, institute suit for its damages caused by such default, or pursue any other remedy which may be available to the purchaser at law or in equity.

NOTICES: Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class, certified or registered mail, return receipt requested, with postage prepaid, to the parties addresses as follows:

○ Seller: Vernon E. Seager

Box 450 Carson, WA 98610

Purchasers: Alice N. Rosebrook and Samuel R. Dunlap

P.O. Box 1052, Stevenson WA 98648

Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective two business days following the deposit thereof in the US Mail, irrespective of actual receipt of such notice by the addressee.

COSTS AND ATTORNEYS FEES:

If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting parties' expense, to retain an attorney or collection agency to make any demand, enforce any remedy or otherwise protect and enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses and reasonable attorneys fees (with or without arbitration or litigation) and the failure of the defaulting party to promptly pay the same shall, in itself, constitute a further and additional default. In the event either party hereto institutes any action (including arbitration) to enforce the terms and provisions of



this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys fees, including such costs and fees that are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be off-set against any sum owed to the parties so liable in order of maturity and shall bear interest at the default rate or from the date of demand, to and including the date of collection, or the due date of any sum against which the same is off-set.

TIME OF PERFORMANCE:

Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including but not limited to the proper tender of each of the sums required by the terms hereof to be paid.

SUCCESSORS:

Subject to the restrictions contained herein, the rights and obligations of the seller and the purchaser shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors and assigns, provided, however, no person to whom this contract is pledged or assigned, for security purposes, by either party hereto, shall, in the absence of an express written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this contract or any holder of any interest in the property shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party but except as otherwise required by law, no notices, in addition to those provided for in this contract, need be given.

COMPLIANCE WITH COLUMBIA GORGE SCENIC AREA LEGISLATION:

The purchaser is aware that the real estate is located in the Columbia Gorge National Scenic area and that certain restrictions may apply as to the permitted use of the real



STATE OF WASHINGTON)  
County of Klickitat) ss.

On this day personally appeared before me Alice N. Rosebrook and Samuel R. Dunlap, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me 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 31st day  
of August, 1989.

Notary public for  
Washington, residing at  
Glenwood therein.  
Commission Expires: 01/18/93