

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of ~~SEPTEMBER~~<sup>OCTOBER</sup>, 1989, between **RENO A. ZIEGLER** and **TERESA R. ZIEGLER**, husband and wife, hereinafter called the "sellers", and **DAVID F. RATHGEBER** and **LOIS E. RATHGEBER**, husband and wife, and **RICHARD PSILLOS** and **KATHY PSILLOS**, husband and wife, as tenants in common, hereinafter called the "purchasers".

Unless the context requires otherwise, references to the singular shall include the plural, and references to the plural shall include the singular.

**WITNESSETH:** That the Sellers agree to sell to the Purchasers and the Purchasers agree to purchase from the sellers the following described real estate, with the appurtenances, in Skamania County, State of Washington:

Lot 18 of Sooter Tracts, according to the official plat thereof on file and of record at page 138 of Book "A" of Plats, Records of Skamania County, Washington.

SUBJECT TO covenants, conditions and restrictions contained in the following instrument recorded March 26, 1982 under Skamania County Auditor's File No. 94192 in Book 81 at page 215, as follows:

No mobile home or trailer house shall be kept, used or occupied on said premises; said property shall not be used for commercial purposes.

The terms and conditions of this contract are as follows:

Price and Payment Terms

1. The purchase price is Eighteen Thousand and No/100 Dollars (\$18,000.00), of which \$6,000.00 has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

a. \$254.97 or more at Purchasers' option, on or before October 1, 1989, and \$254.97 or more at Purchasers' option, on or before the first day of each succeeding calendar month thereafter until the balance of said purchase price shall have been fully paid.

b. The Purchasers further agree to pay interest on the diminishing balance of said purchase price at the rate of ten percent (10%) per annum from the 1st day of October, 1989, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

c. Purchasers agree that the entire purchase price, together with interest as specified herein, shall be paid in full by September 30th, 1994, and that the amount of the final payment shall be the total of the principal and interest remaining unpaid at the time of the final payment.

10-6-89

130-14  
REAL ESTATE EXCISE TAX

OCT - 3 1989

PAID

SKAMANIA COUNTY TREASURER

Glenda J. Kimball, Skamania County Assessor  
Parcel # 3-10-22-1-4-909

2. All payments to be made hereunder shall be made at 25 Circle Drive, Underwood, WA 98651 or such other place as the Seller may hereafter indicate in writing.

3. As referred to in this Contract, "date of closing" shall be October 1, 1989.

4. Purchasers may at their option pay the entire balance of the purchase price remaining due, or any part of such balance, at any time before maturity, without notice to Seller and without penalty.

Closing Costs

5. Purchasers' Closing Costs. Purchasers shall pay the following closing costs:

- a. Title insurance fee;
- b. Excise tax;
- c. Second half of property taxes; and
- d. Kielpinski & Lorne, P.C. closing fee.

Deed

6. The Sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Purchasers 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 through any person other than the Sellers, and subject to the standard policy exceptions.

No Adverse Effect on Prior Encumbrances

7. Sellers warrant that entry into this Contract will not cause in any prior encumbrance

- a. a breach,
- b. accelerated payments, or
- c. an increased interest rate.

Inspection

8. The Purchasers agree that full inspection of said real estate has been made and that neither the Sellers nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the Purchasers or Sellers 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.

Possession

9. Purchaser is entitled to possession of the property from and after the date of this Contract.

### Taxes, Assessments and Utility Liens

10. Purchasers agree to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchasers 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. Purchasers agree 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 files prior to the date of this Contract, Purchasers may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchasers may pay and deduct the amount thereof plus 5% penalty from the payment next becoming due Seller under the Contract.

### Insurance

11. The Purchasers agree to keep any improvements or future improvements located on the property insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the Sellers and with loss payable first to Sellers as their interest may appear, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the Sellers. All such policies shall provide that they cannot be amended or canceled without ten (10) days written notice to Sellers.

### Condition of Property

12. Purchasers accept the property in its present condition and acknowledge 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. Purchasers agree to maintain the property in such condition as complies with all applicable laws.

### Risk of Loss

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

### Waste

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

### Condemnation

15. Seller and Purchasers may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchasers may within 30 days after condemnation and removal of any 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 Purchasers deposit 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.

**Default**

16. If the Purchasers fail to observe or perform any term, covenant or condition of this Contract, Seller may:

16.1 **Suit for Installments.** Sue for any delinquent periodic payment; or

16.2 **Specific Performance.** Sue for specific performance of any of Purchasers' obligations pursuant to this Contract; or

16.3 **Forfeit Purchasers' 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:

A. All right, title and interest in the property of the Purchaser and all persons claiming through the Purchaser shall be terminated;

B. The Purchasers' rights under the Contract shall be cancelled;

C. 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;

D. All improvements made to and unharvested crops on the property shall belong to the Seller; and

E. Purchasers shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.

**Receiver**

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

**Purchasers' Remedy for Seller's Default**

18. If Seller fails to observe or perform any term, covenant or condition of this Contract, Purchasers may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

**Non-Waiver**

19. 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.



Attorneys' Fees and Costs

20. 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.

Notices

21. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Purchasers at 36 Maple Street, Farmingdale, N.Y. 11735 and to Seller at 25 Circle Drive, Underwood, WA 98651, 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.

Time for Performance

22. Time is of the essence in performance of any obligations pursuant to this Contract.

Successors and Assigns

23. 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 Purchasers.

Addenda

24. Any addenda attached hereto are a part of this Contract.

Entire Agreement

25. This Contract supersedes any prior agreement and contains the entire agreement of the parties as to the matter covered. No other agreement, statement or promise made by any party or to any employee or agent of any party shall be binding unless made in writing and signed by both parties to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

SELLER:

Reno A. Ziegler  
RENO A. ZIEGLER

Teresa R. Ziegler  
TERESA ZIEGLER  
TERESA R.

PURCHASER:

David F. Rathgeber  
DAVID F. RATHGEBER

Lois E. Rathgeber  
LOIS E. RATHGEBER

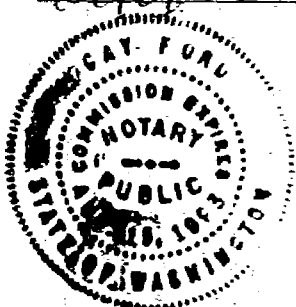
Richard Psillos  
RICHARD PSILLOS

Kathy Psillos  
KATHY PSILLOS

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

TERESA R. On this day personally appeared before me RENO A. ZIEGLER and ~~THESE~~ ZIEGLER, 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 26th day of October, 1989.



Reno A. Ziegler  
Notary Public in and for the  
State of Washington,  
residing at Washoula, WA  
Commission expires 12-15-92

STATE OF NEW YORK )  
 ) ss.  
County of NASSAU )

DENNIS HAND  
NOTARY PUBLIC, State of New York  
No. 30,470,019  
Qualified in Nassau County  
Commission Expires March 30, 1990

On this 26 day of September, 1989, personally appeared before me DAVID F. RATHGEBER and LOIS E. RATHGEBER, severally known to me, and to me known to be the several persons described in and who severally executed the foregoing instrument and severally acknowledged that they severally executed the same.

Dennis Hand  
Notary Public in and for the  
State of New York,  
residing at Hicksville, NY  
Commission expires March 30, 1990

STATE OF NEW YORK )  
 ) ss.  
County of NASSAU )

DENNIS HAND  
NOTARY PUBLIC, State of New York  
No. 30,470,019  
Qualified in Nassau County  
Commission Expires March 30, 1990

On this 26 day of September, 1989, personally appeared before me RICHARD PSILLOS and KATHY PSILLOS, severally known to me, and to me known to be the several persons described in and who severally executed the foregoing instrument and severally acknowledged that they severally executed the same.

Dennis Hand  
Notary Public in and for the  
State of New York,  
residing at Hicksville, NY  
Commission expires March 30, 1990

FILED FOR RECORD  
CLERK OF SUPERIOR COURT  
BY Kielinski & Laine

OCT 24 45 PM '89

GARY J. OLSON  
GARY J. OLSON