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BOOK 117 PAGE 451

WHEN RECORDED RETURN TO
L. EUGENE HANSON
ATTORNEY AT LAW
P. O. Box 417
White Salmon, WA 98672

FILED IN RECORD
SKAMANIA CO. WASH.
BY MT. ADAMS TITLE

JAN 17 1 55 PM '90

P. Lowmy

REAL ESTATE CONTRACT

GARY M. OLSON

1. **PARTIES AND DATE:** This Contract is entered into on the 15th day of January, 1990, between WILLIAM GEORGE FISHER, a single person, c/o John Fisher, 1.40R Oklahoma RD., Cook, WA 98605, as "Seller" and KEVIN P. SUMMA and VIRGINIA S. SUMMA, husband and wife, 134 West H St., Benicia, CA 94510, as "Purchaser."

2. **SALE AND LEGAL DESCRIPTION:** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Skamania County, Washington:

Lot 3, W. FISHER SHORT PLAT, according to the plat thereof, recorded in Book 3, Page 129, Skamania County Short Plat Records, said lot being a portion of the Northwest Quarter of the Northeast Quarter of Section 22, Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania and State of Washington.

SUBJECT TO: rights of the Public in and to that portion lying within roads and highways; Private Road Agreement as recorded under Auditor's File No. 104494, Skamania County Deed Records; and Covenants and Easements as set forth on the Short Plat recorded in Book 3, Page 129, Skamania County Short Plat Records.

3. (a) **PRICE:** Purchaser agrees to pay:

Total Purchase Price	\$15,000.00
Down Payment due at closing	\$ 3,750.00
Results in	\$11,250.00 Amount financed by Seller.

(b) **PAYMENT OF AMOUNT FINANCED BY SELLER:** Purchaser agrees to pay the sum of ELEVEN THOUSAND TWO HUNDRED FIFTY Dollars (\$11,250.00) as follows:

\$125.00, or more at Purchaser's option on or before the 20th day of February, 1990, and a like amount or more at Purchaser's option each and every month thereafter on or before the 20th day of each month thereafter until paid in full. The outstanding balance of the purchase price shall at all times bear daily interest at the rate of 10 1/2% per annum from the 20th day of January, 1990. From each such payment so made shall first be deducted interest due to date and the balance thereof shall be applied in reduction of principal.

Payments shall be made to Seller at: c/o John Fisher, 1.40R Oklahoma RD., Cook, WA 98605.

4. **TIMBER CUTTING:** The parties hereto agree that no timber shall be cut or logged from the above-described property during the term of this contract except to clear for a home site, access for ingress, egress and utilities; and, purchaser may thin the timber, but shall do so only in accordance with DNR Timber Management Plan and applicable regulations.

5. **OTHER ENCUMBRANCES AGAINST THE PROPERTY:** 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.

6. **FULFILLMENT DEED:** Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract, by through or under persons other than the

REAL ESTATE EXCHANGE

13283

PAID \$15,000.00

J. J. O'Connell

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filed 1-19-90
Mailed

Glenda J. Kimmel, Skamania County Assessor
By: Parcel # 4-9-22-1-302

Seller herein.

7. POSSESSION: Purchaser is entitled to possession of the property from and after the date of this Contract.

8. TAXES, ASSESSMENTS AND UTILITY LIENS: Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser 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. Purchaser agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract.

9. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS: If Purchaser fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Purchaser shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

10. CONDITION OF PROPERTY: Purchaser accepts the property in its present condition and acknowledges 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. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.

11. RISK OF LOSS: Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.

12. WASTE: Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

13. CONDEMNATION: Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser may within thirty (30) days after condemnation and removal of 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 Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

14. DEFAULT: If the Purchaser fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) Suit for Installments. Sue for any delinquent periodic payment; or

(b) Specific Performance. Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or

(c) Forfeit Purchaser's 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: (i) all right, title and interest in the property of the Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) The Purchaser's rights under the Contract shall be cancelled; (iii) 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; (iv) all improvements made shall belong to the Seller; and (v) Purchaser shall be required to surrender possession of the property and improvements to the Seller ten (10) days after the forfeiture; or

(d) Acceleration of Balance Due. Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, if any, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest and late charges, if any, and reasonable attorney's fees and costs.

15. RECEIVER: If Seller has instituted any proceedings specified in Paragraph 14 and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

16. PURCHASER'S REMEDY FOR SELLER'S DEFAULT: If Seller fails to observe or perform any term, covenant or condition of this Contract, Purchaser may, after thirty (30) days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

17. NON-WAIVER: 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.

18. ATTORNEYS' FEES AND COSTS: 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.

19. NOTICES: Notices shall be either personally served or shall be sent certified mail, return receipt requested by regular first class mail to Purchaser at 134 West H St., Benicia, CA 94510, and to Seller at c/o John Fisher, 140R Oklahoma Rd., Cook, WA 98605, 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.

20. TIME FOR PERFORMANCE: Time is of the essence in performance of any obligations pursuant to this Contract.

21. SUCCESSORS AND ASSIGNS: Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and Buyer.


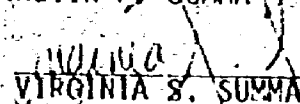
22. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER:

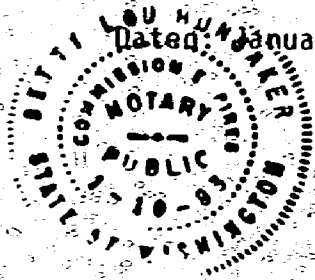

WILLIAM GEORGE FISHER

PURCHASER:


KEVIN P. SUMMA

VIRGINIA S. SUMMA

STATE OF WASHINGTON)
County of Klickitat)^{SS}

I certify that I know or have satisfactory evidence that WILLIAM GEORGE FISHER, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: January 3, 1990.

Betty Lou Wamsaker
Notary Public for Washington
residing at White Salmon, therein.

My appointment expires 1-10-93

STATE OF California)
County of Contra Costa)^{SS}

I certify that I know or have satisfactory evidence that KEVIN P. SUMMA and VIRGINIA S. SUMMA, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: January 11, 1990.



L. M. Klatsky
Notary Public for California
residing at Sanville, therein.

My appointment expires April 27, 1993