

CCT 20874

108864

BOOK 118 PAGE 66

**REAL ESTATE CONTRACT**

THIS CONTRACT made and entered into this 02<sup>nd</sup> day of February, 1990, by and between MARC TERHORST, Social Security No. [REDACTED] as his separate estate, hereinafter referred to as "Seller", and CRAIG KESLER, Social Security No. [REDACTED] as his separate estate, hereinafter referred to as "Purchaser".

**WITNESSETH:**

Seller agrees to sell and Purchaser agrees to purchase the following described real property situated in the County of Clark, State of Washington, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION)

The aforesaid property is sold on the following terms and conditions:

1. Purchase Price and Terms. The purchase price of the above-described property is the sum of FIFTY-SEVEN THOUSAND DOLLARS (\$57,000.00), payable as follows:

(a) Purchaser shall pay to Seller the sum of \$5,000.00 cash on or before the 1st day of February, 1990.

(b) The remaining principal balance of \$52,000.00 shall be paid in monthly installments of \$500.00, or more at Purchaser's option, commencing on the 1st day of March, 1990, and shall continue on the same day of each month thereafter for a period of five (5) years.

(c) The remaining unpaid principal balance, with accrued interest thereon, shall be made in one lump sum payment on the 1st of February, 1995, or sooner, at Purchaser's option.

(d) Interest on the remaining principal balance shall accrue at the rate of 11% per annum.

(e) Purchaser shall have the right to prepay this Contract, or any part thereof, without penalty.

(f) Purchaser shall pay an additional \$50.00 per month for the payment of real estate taxes, collection fees, etc.

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REAL ESTATE EXCISE TAX

Registered f  
Indexed f  
Indirect f  
Filed 3-9-90  
Mailed

MAR 7 1990  
PAID 727.60  
Val. Dept.  
SKAMANIA COUNTY TREASURER

Glenn J. Kessler, Skamania County Assessor  
By: [Signature] 2-5-90

2. Closing. As referred to in this Contract, the "date of closing" shall be on the 20th day of February, 1990.

3. Taxes and Assessments. The Seller has paid the real estate taxes on the property identified above. Seller shall continue paying said real estate taxes from the Purchaser's additional \$50.00 per month payments.

4. Warrant Fulfillment Deed. Upon the complete payment and performance of this Contract, Seller covenants to execute and deliver to Purchaser a Warranty Deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this Contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this Contract.

5. Place of Payment. An escrow account has already been set up through Riverview Savings Bank. Purchaser shall make payments to said account at 700 N.E. 4th Avenue, Camas, WA. 98607.

6. Risk of Loss. After the date of closing, Purchaser assumes all hazards of damage to 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 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.

7. Inspection. Purchaser agrees he is familiar with the subject premises and that a full inspection of the premises has been made and that no warranties as to suitability of the premises for Purchaser's use have been made. Specifically, Purchaser is aware of the necessity of hooking up the well to a pump and that the mobile home is not in good repair.

8. Standard of Care. It is understood that the property sold hereunder includes a residential structure/mobile home, as well as the improvements, and, unless otherwise agreed, Purchaser agrees to care for and maintain said structures in a good and responsible manner. In addition, Purchaser agrees not to remove the garage or other out buildings without written consent from Seller. Further, Purchaser agrees not to clear cut the above-mentioned property of timber, although Seller agrees thinning is

allowed; and no land fill or dumping.

9. Title Insurance. Seller agrees to deliver a Purchaser's policy of title insurance in standard form issued by Chicago Title Insurance Company of Clark County, 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.

10. Possession. The Purchaser shall be entitled to possession of said real estate on the 1st day of February, 1990 and is to retain possession so long as Purchaser is not in default hereunder.

11. Default and Remedies. TIME IS OF THE ESSENCE of each and every covenant, condition and stipulation contained in this Agreement and in the event Purchaser fails to make any payment precisely when due or breaches any term or provision of this Agreement, Seller may, at his option, exercise any of the following alternative remedies:

(a) Suit for Delinquencies. Upon giving Purchaser thirty (30) days written notice specifying the default and the remedy to be exercised should Purchaser fail to cure all defaults at the expiration of the 30-day period, Seller may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by Seller for and the amount of any delinquencies for items such as assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.

(b) Specific Performance. Upon giving Purchaser thirty (30) days written notice specifying the default and the remedy to be exercised should Purchaser fail to cure all defaults at the expiration of the 30-day period, Seller may institute suit to specifically enforce any of the Purchaser's covenants hereunder. The failure of Seller to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this Contract by the Purchaser shall be deemed only an indulgence by the Seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of Seller to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the Seller to utilize any particular remedy to enforce a breach of this Contract shall not preclude Seller from electing to use an alternate remedy to enforce a



subsequent breach. Any delay or failure of Seller to take action upon default shall not be construed as a waiver of said default.

(c) Forfeiture. Seller, may at his option, declare a forfeiture and cancellation of this Contract. Said forfeiture and cancellation shall be made pursuant to and in conformance with RCW Chapter 61.30 as may hereafter be amended. Upon forfeiture of this Contract all rights of Purchaser hereunder shall cease and terminate and Seller shall be entitled to take possession of the property, and all payments made by Purchaser hereunder shall be retained by Seller in liquidation of all damages sustained by said default. Seller, after complying with RCW Chapter 61.30 as said statute may be amended, may enter onto the property and take possession thereof and Purchaser shall immediately surrender possession. Should Purchaser pay Seller an amount less than all sums required to reinstate the Contract, Seller's acceptance of such sums shall not be deemed a waiver of any defaults or a reinstatement of the Contract, and any such sums shall be retained by Seller as further liquidated damages should Purchaser remain in default in any respect after the notice of declaration of forfeiture is given pursuant to RCW Chapter 61.30.

12. Costs and Attorney Fees. If either party shall be in default under this Contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this Contract, including declaring of forfeiture and cancellation of 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 attorney 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 provisions of this Contract, prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney 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 offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

13. Payment by Seller. In the event that Purchaser shall fail to make any payment hereinbefore provided, Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of twelve percent (12%) per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

14. Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either party to this Agreement shall be in writing and shall be deemed properly delivered, given, or served when personally delivered to the Purchaser or to the Seller, to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed to the Purchaser at MP 0.42L Newburg Road, Washouck WA 98671 or to the Seller at 1822 NW 6th Street, Camas WA 98607. Either party, the Purchaser or the Seller, may change their address by giving written notice of such change to the other party in the manner provided herein.

15. Assignment. The Purchaser shall not, without the prior written permission of the Seller, assign, convey or otherwise encumber any or all of the Purchaser's interests in this Real Estate Contract or the real property described herein. The Seller shall not unreasonably withhold such consent.

16. Entire Agreement. All understandings and agreements between the parties heretofore made are merged in this Contract, which alone fully and completely expresses their agreement.

17. Severability. If any covenant or paragraph of this Contract is declared to be unenforceable by a court of law, the remainder of said paragraph shall be considered to be valid as though said unenforceable provision never existed.

18. Benefit. This Agreement shall be binding upon and insure to the Parties hereto and their legal representatives, successors and assigns.

19. Insurance. Purchaser covenants during the performance of this Contract, at his sole expense, to keep any and all insurable buildings/mobile home on the property continually insured against fire and extended coverage through a policy or policies issued by a company or companies authorized to transact such insurance business in the State of Washington to the full insurable value of the same, with proceeds of such insurance payable to the parties herein as their interests shall appear. Such policies of insurance or other proof of such insurance shall



be delivered to Seller, and such policies shall contain an endorsement or other provisions to the effect that in the event of cancellation of such insurance, notice of such cancellation shall be furnished to Seller by Certified Mail not less than ten (10) days prior to cancellation. In the event of an insurable loss on the payment of insurance proceeds to Seller, then any sums so paid shall be credited upon the unpaid balance of this Contract, except that in the event of a partial loss, that proceeds of the insurance may, with Seller's approval, be applied to the expenses of repair occasioned by any partial law.

20. Well Agreement. Seller has advised Purchaser and Purchaser agrees that this transfer is subject to that well agreement between "Malfait" and Carroll" dated March 24, 1983, recorded in Clark County Auditor's Book 6 at page 733.

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first written above.

Marc Terhorst  
MARC TERHORST, Seller

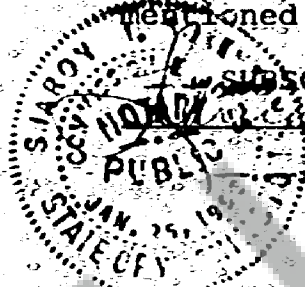
Craig Kesler  
CRAIG KESLER, Purchaser

STATE OF WASHINGTON )

:SS

COUNTY OF CLARK )

On this day personally appeared before me, Marc Terhorst, to me known to be the individual described herein, and acknowledged to me that he signed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.



SUBSCRIBED AND SWORN TO before me this 9<sup>th</sup> day of March, 1990.

Aaron M. Johnson  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Bruck Prairie

FILED FOR RECORD MY COMMISSION EXPIRES: 1-25-90  
SKAMMING CO WASH  
BY CLARK COUNTY FILE

MAR 7 12 28 PM '90

Gary M. Olson  
GARY M. OLSON

File No. 20874

EXHIBIT "A"

A tract of land located in the South half of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

BEGINNING at the Southeast corner of the Northeast quarter of said Section 19; thence North 417.42 feet along the quarter section line; thence West 626.13 feet; thence South 417.42 feet to the quarter section line; thence East 626.13 feet along the quarter section line to the point of beginning.

- EXCEPT the South 30 feet thereof as reflected in instrument recorded in Book 58 of deeds at page 452, records of said County.

ALSO EXCEPT that portion conveyed to Skamania County in Book 76 of deeds at page 451, records of said County.

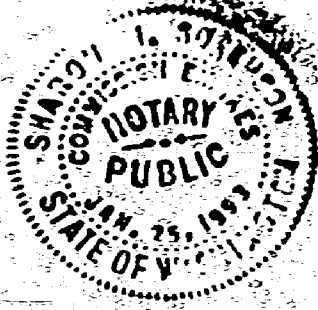
STATE OF WASHINGTON )

COUNTY OF CLARK )

:SS

On this day personally appeared before me, Craig Kessler, to me known to be the individual described herein, and acknowledged to me that he signed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 20<sup>th</sup> day of February, 1990.



*Loren M. L...*  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at *Brink Prairie*  
MY COMMISSION EXPIRES: 1-25-93

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