

109580

REAL ESTATE CONTRACT

1. **PARTIES AND DATE:** This Contract is entered into on the 2nd day of July, 1990, by and between **JACK SPRING and MELBA SPRING**, husband and wife, Duncan Creek Road, Skamania, Washington 98648, as "Sellers", and **MARK A. LANTZ and LAURIE J. LANTZ**, husband and wife, P.O. Box 633, Washougal, WA 98671, as "Purchasers".

2. **SALE AND LEGAL DESCRIPTION:** Sellers agree to sell to Purchasers and Purchasers agree to purchase from Sellers, the following described real property in Skamania County, Washington:

LOT NO. 1 of JACK SPRING'S SHORT PLAT NO. 4, as recorded in Book 3, Page 21, Short Plat Records of Skamania County, Washington, Auditor's File No. 93378, on 11/30/81.

3. **PURCHASE PRICE:** Purchasers agree to pay a total purchase price of \$8,000.00 (no downpayment) as follows:

\$75.00, or more at Purchasers' option, without penalty, on or before the 1st day of July, 1990, and a like amount, or more at Purchasers' option, without penalty, on the 1st day of each and every month thereafter for a period of ten (10) years. At the end of said 10-year period any balance remaining under this contract together with accrued interest, shall be paid in full. The outstanding balance of the purchase price shall at all times bear daily interest at the rate of eight percent (8%) per annum from the 1st day of July, 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 at: Seller's address above set out.

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

5. **POSSESSION:** Purchasers are entitled to possession of the property from and after the date of this Contract.

6. **TAXES, ASSESSMENTS AND UTILITY LIENS:** 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 Sellers' interest under this Contract.

7. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS:** If Purchasers fail to pay taxes or assessments, insurance premiums, or utility charges constituting liens prior to Sellers' interest under this Contract, Sellers may pay such items and Purchasers shall forthwith pay Sellers the amount thereof.

Registered
Indexed, Dir
Indirect
Filed 7-6-90
Mailed

FILED FOR RECORD
SKAMANIA COUNTY, WASH.

Clenda J. Kinimel, Skamania County Assessor
By: [Signature]

133553

PAID

JUL 6 1990

REAL ESTATE EXCISE TAX

SKAMANIA COUNTY TREASURER

8. CONDITION OF PROPERTY: Purchasers accept the property in its present condition and acknowledges that Sellers have made no representations or warranties concerning the physical condition of the property for 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.

9. RISK OF LOSS: 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.

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

11. CONDEMNATION: Sellers 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 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 Purchasers deposit 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 Sellers may direct.

12. DEFAULT: If the Purchasers fail to observe or perform any term, covenant or condition of the Contract, Sellers may:

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

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

(c) 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: (i) all right, title and interest in the property of the Purchasers and all persons claiming through the Purchasers shall be terminated; (ii) the Purchasers' rights under this Contract shall be cancelled; (iii) all sums previously paid under this Contract shall belong to and be retained by the Sellers or other person to whom paid and entitled thereto; (iv) all improvements made shall belong to the Sellers; and (v) Purchasers shall be required to surrender possession of the property and improvements to the Sellers ten (10) days after the forfeiture.

(d) Acceleration of Balance Due. Give Purchasers written notice demanding payment of said delinquencies and Sellers' 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 Purchasers

or personally delivered to the Purchasers, the entire balance owing, including interest, if any, will become immediately due and payable. Sellers may thereupon institute suit for payment of such balance, interest, and reasonable attorney's fees and costs.

- (e) **Judicial Foreclosure.** Sue to foreclose this contract as a mortgage, in which event Purchasers may be liable for a deficiency.

13. **PURCHASERS' REMEDY FOR SELLERS' DEFAULT:** If Sellers fail to observe or perform any term, covenant or condition of this Contract, Purchasers may, after thirty (30) days' written notice to Sellers institute suit for damages or specific performance unless the breaches designated in said notice are cured.

14. **ASSIGNMENT:** Purchasers shall not assign their interest in this Contract to any other person without first obtaining written consent of Sellers. Sellers shall not unreasonably withhold their consent.

15. **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.

16. **ATTORNEY'S FEES AND COSTS:** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's 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 attorney's fees and costs incurred in such suit or proceedings.

17. **NOTICES:** Notices shall be either personally served or shall be sent certified mail, return receipt requested by regular first class mail to respective party's address hereinabove set forth, or to such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed.

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

19. **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 Sellers and Purchasers.

20. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Sellers and Purchasers.

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

SELLERS:

Jack Spring
Melba E. Spring

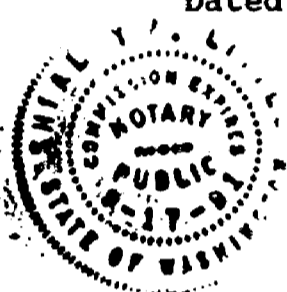
PURCHASERS:

Mark A. Lantz
Laurie Jantz

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that JACK SPRING and MELBA SPRING, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 2, 1990.



Shirley A. Peterson
NOTARY PUBLIC in and for the State of
Washington, residing at Stevenson
My appointment expires 8-17-91

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that MARK A. LANTZ and LAURIE J. LANTZ, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.



Shirley A. Peterson
NOTARY PUBLIC in and for the State of
Washington, residing at Stevenson
My appointment expires 8-17-91