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

BOOK 120 PAGE 790

FILES FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

Oct 1 3 25 PM '90

P. Lowry

GARTNER OLSON

REAL ESTATE CONTRACT

1. **PARTIES AND DATE:** This Contract is entered into on the _____ day of October, 1990, between BETTY L. STRONG, as her separate estate, 0.07 R Furness, Cook, WA 98605, as "Seller" and JAMES W. WARREN and JOSEPHINE WARREN, husband and wife, 12 Robin Court, Lodi, CA 95242, 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:

A tract of land in the East Half of Lot 3 of OREGON LUMBER COMPANY'S SUBDIVISION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, in Section 14, Township 3 North, Range 9 East of the Willamette Meridian.

Beginning at a point 280 feet South and 224 feet East of the intersection of the West line of the East Half of the said Lot 3 with the South line of the county road known and designated as the Jessup Road; thence East 80 feet; thence North to the South line of the said Jessup Road; thence Westerly along the South line of said road to a point due North of the point of beginning; thence South 280 feet, more or less, to the point of beginning.

SUBJECT TO an easement as recorded under Auditor's File No. 23015.

TOGETHER WITH 1959 10 x 35 Nashua Mobile Home, Serial No. HTB14569.

ALSO TOGETHER WITH Certificate of Surface Water Right as Certificate Record No. 21, Page No. 10386, dated July 10, 1968, and recorded under Skamania County Auditor's File No. 70152 in Book J, Page 205, on July 11, 1968.

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

Total Purchase Price	\$28,000.00
Down Payment	\$ 5,600.00
Results in	\$22,400.00 Amount
	financed by Seller.

(b) **PAYMENT OF AMOUNT FINANCED BY SELLER:** Purchaser agrees to pay the sum of TWENTY-TWO THOUSAND FOUR HUNDRED Dollars (\$22,400.00) as follows:

\$240.71, or more at Purchaser's option, on or before the 3rd day of November, 1990, and, a like amount, or more at Purchaser's option, each and every month thereafter on the same day thereafter until paid in full. The outstanding balance of the purchase price shall at all times bear daily interest at the rate of Ten percent (10%) per annum from the 3rd day of October, 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. The balance of this contract, both principal and interest, shall be paid in full within fifteen (15) years from the date of this contract.

Payments shall be made at: Office of L. Eugene Hanson, Attorney at Law, 70 N. E. Estes Avenue, P. O. Box 417, White Salmon, WA 98672, or at such other place as the Seller may direct in writing.

4. **OTHER ENCUMBRANCES AGAINST THE PROPERTY:** The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations: NONE, except those as listed in Paragraph 2 hereof.

5. **FULFILLMENT DEED:** Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this

Glenn J. Kimmel, Skamania County Assessor
By: JCK Parcel # 3-7-14-1520

REAL ESTATE EXCISE TAX

13994

OCT 1 1990

PAID 358.40

SKAMANIA COUNTY TREASURER

Recorded ☒
Indexed ☒
Filed ☒
Filed 10-5-90
Mailed ☒

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 Seller herein.

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

7. 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.

8. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS: If Purchaser fails to pay taxes or assessments, insurance premiums, if any, 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.

9. CONDITION OF PROPERTY: Purchaser accepts the property in its present condition and acknowledges that Seller, their 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.

10. 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.

11. 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.

12. 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.

13. 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.

- (d) **Acceleration of Balance Due.** Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of 10% 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. No such notice may be sent until any payment is delinquent at least fifteen (15) days.

14. **RECEIVER:** If Seller has instituted any proceedings specified in Paragraph 13 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.

15. **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.

16. **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.

17. **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.

18. **NOTICES:** Notices shall be either personally served or shall be sent certified mail, return receipt requested, by regular first class mail to Purchaser at 12 Robin Court, Lodi, CA 95242, and to Seller at 68 S. Ohio St., Porterville, CA 93257, 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.

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

20. **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.

21. **TRANSFER OF PURCHASER'S INTEREST:** If the Purchaser's title to the Property or any portion thereof is conveyed to any person, the Purchaser shall first obtain the written consent of the Seller, which consent shall not be unreasonably withheld.

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:

Betty L. Strong
BETTY L. STRONG

PURCHASER:

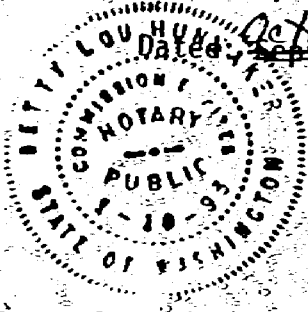
James W. Warren
JAMES W. WARREN
Josephine Warren
JOSEPHINE WARREN

STATE OF WASHINGTON)

County of Klickitat)

SS

I certify that I know or have satisfactory evidence that BETTY L. STRONG, signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: October 1, 1990.

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

My appointment expires 1-10-93

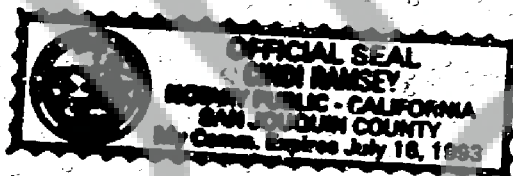
STATE OF CALIFORNIA)

County of San Joaquin)

SS

I certify that I know or have satisfactory evidence that JAMES W. WARREN and JOSEPHINE WARREN signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 29, 1990.



Candi Ramsey
Notary Public for California
residing at Lodi, CA, therein.

My appointment expires July 16, 1993