

110624

BOOK 121 PAGE 806

RECORDED
SKAMANIA COUNTY

Dec 13 1 53 PM '90

Lowry

CAL. H. 10001

WHEN RECORDED RETURN TO:

Name: Robert A. Martin
Address: 2848 Lilac
City, State, Zip: Longview, WA 98632

REAL ESTATE CONTRACT

1. PARTIES AND DATE. This Contract is entered into on 10/22, 1990, between ROBERT A. MARTIN, as "Seller", and RICHARD D. STURM and TAMMY SUE YORK, as "Buyer".

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

Lots 28 and 29 of 4-PEAKS SUBDIVISION beginning at the Northwest Quarter of Section 8, Township 7 North, Range 6 East of the Willamette Meridian, in Skamania County, Washington.

3. PERSONAL PROPERTY. Personal property, if any, included in the sale as follows:

None

4. PRICE.

(a) Buyers agree to pay:

	\$15,000.00	Total Price
Less	10% Down Payment at Closing	
Balance	\$13,500.00	

(b) PAYMENT OF AMOUNT FINANCED BY SELLER

REAL ESTATE CONTRACT - 1 -

Received
12/24/90

14049

192.00 + 5.76 + 9.40

W.D. party

Glenn J. Kimball, Skamania County Assessor
By: Kimball Parcel # 7-6-8-2-2900

Buyers agree to pay the sum of \$13,500.00 as follows: \$178.80 or more at Buyer's option on or before the 22 day of October, 1990, including interest from closing at the rate of 10% per annum on the declining balance thereof; and a like amount or more on or before the 22 day of each and every month thereafter until paid in full.

Payments are to be applied first upon the interest and the balance upon the principal. Entire balance to be paid in full on or before ten (10) years from date of closing.

5. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyers a Statutory Warranty Deed as fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyers or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

Seller will provide Buyers with a purchaser's policy of title insurance showing an insurable title of record in the Buyers, subject only to the contract right of the Seller.

6. LATE CHARGES. If any payment of the purchase price is not made within ten (10) days after the date it is due, Buyers agree to pay a late charge equal to five percent (5%) of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first

amount received from Buyers after such late charges are due shall be applied to the late charges.

7. **POSSESSION.** Buyers are entitled to possession of the property from and after the date of this contract.

8. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Buyers agree to pay its pro-rata share of the 1990 real property taxes and to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyers 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 test. Buyers agree to pay when due any utility charges which may become liens superior to Seller's interest under the Contract.

9. **INSURANCE.** Buyers agree to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyers plus the balance due Seller, or full insurable value, whichever is lower. Copies of all policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as his interest may appear and then to Buyers. In the event of forfeiture, all rights to Buyers in insurance policies then in force shall pass to Seller.

10. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyers 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 Buyers shall forthwith pay Seller the amount thereof plus a late charge of five percent (5%) of the amount thereof plus any costs and attorneys' fees incurred in connection with making payment.

11. **CONDITION OF PROPERTY.** Buyers accept 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. Buyers agree to maintain the property in such condition as complies with all applicable laws.

12. **RISK OF LOSS.** Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyers from any of Buyers' obligations pursuant to this Contract.

13. **WASTE.** Buyers shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

14. **CONDEMNATION.** Seller and Buyers may each appear as owners of an interest in the property in any action concerning

condemnation of any part of the property. Proceeds of the award shall be applied in payment of the balance due on the purchase price with any balance to go to Buyers.

15. **DEFAULT.** If the Buyers fail 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 Buyers' obligations pursuant to this Contract; or
- (c) Forfeit Buyer'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 rights, title and interest in the property of the Buyers and all persons claiming through the Buyers shall be terminated; (ii) the Buyers' 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; and (iv) Buyers 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 Buyers written notice demanding payment of said delinquencies and payment of a late charge of five percent (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 30 days after the date said Notice is either deposited in the mail addressed to the Buyers or personally delivered to the Buyers, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charges and reasonable attorney's fees and costs.

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

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

17. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of the Contract, Buyers may, after 30 days written notice to Seller,

institute suit for damages or specific performance unless the breaches designated in said notice are cured.

18. **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.

19. **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 search, 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 proceeding.

20. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyers as follows: Richard D. Sturm and Tammy Sue York, 2022 - 44th Avenue, Longview, Washington 98632; and to Seller as follows: Robert A. Martin, 2848 Lilac, Longview, Washington 98632, or at such other addresses as either party may specify in writing to the other party. Notice shall be deemed given when served or mailed.

Notice to Seller shall also be sent to any institution receiving payments on the Contract.

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

22. **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 the Buyers.

23. **ADDENDA.** Any addenda attached hereto are a part of this Contract.

24. **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 Seller and Buyers.

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

SELLER

Robert A. Martin
ROBERT A. MARTIN

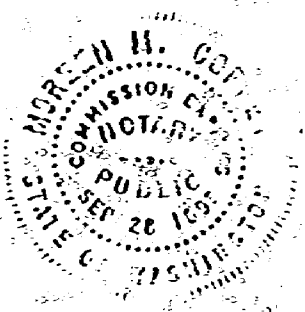
BUYER (MARRIED)

Richard D. Sturm 12-3-90
RICHARD D. STURM
Tammy Sue Sturm
Tammy Sue York
TAMMY SUE YORK (STURM)

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day before me personally appeared ROBERT A. MARTIN, to me known to be the same person named in and who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 21st day of October, 1990.

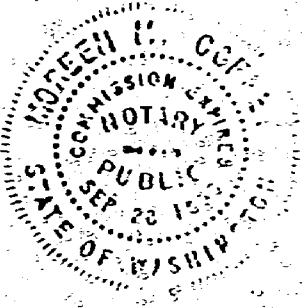


Maren M. Coffey
NOTARY PUBLIC in and for the State
of Washington, residing at Longview
My Commission Expires: 9-28-93

STATE OF WASHINGTON)
COUNTY OF COWLITZ)

On this day, before me personally appeared RICHARD D. STURN and TAMMY SUE YORK, to me known to be the same persons named in and who executed the foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS by hand and seal this 2nd day of
October, 1990



NOTARY PUBLIC in and for the State
of Washington, residing at Longview
My Commission Expires: 9-28-93