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BOOK 129 PAGE 479

FILED FOR RECORD  
STAMPA COUNTY, WASH.

Nichols, Lane &  
Marshall

JUN 25 1992

P. Young

GAIL ANN OLSON

FILED AT THE REQUEST OF:

JOHN F. NICHOLS  
NICHOLS, LANE & MARSHALL  
Attorneys at Law

Registered	P
Indexed, Dir	P
Indirect	
Filed	7/9/92
Mailed	

WHEN RECORDED RETURN TO:

John F. Nichols  
P.O. Box 61467  
Vancouver, WA 98666

ANY OPTIONAL PROVISIONS NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - - WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - - IS NOT A PART OF THIS CONTRACT

### REAL ESTATE CONTRACT

1. **PARTIES AND DATE:** This Contract is entered into on March 25, 1992, between MERNA J. BLAGG, a single persons, as "Seller" and CAMERON A. BLAGG, JR. and GAIL ANN BLAGG, husband and wife, as "Buyer."

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

PARCEL NO. 1:

Beginning at a point in the center of the Skamania Mines Road which is 5331.41 feet South 75 48' 28" East of the northwest corner of Section 29, Township 3 North, Range 5 East of the Willamette Base and Meridian, Skamania County, Washington; thence along the center of said road South 1 14' 35" East 25 feet. South 59 45' 45" West 182.21 feet, South 26 31' 05" West 400.89 feet, South 47 41' 05" West 197.07 feet and South 5 17' 14" East 25.09 feet; thence North 89 44' 40" West 1842.74 feet; thence North 0 15' 20" East 633.22 feet; thence South 89 44' 40" East 2316.98 fet to the point of beginning. Containing 30 acres more or less.

SUBJECT to easements and reservations of record.

REAL ESTATE CONTRACT

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SKAMANIA COUNTY TREASURER

PAID 256.00 + 10.24 + 5.20

JUN 29 1992

REAL ESTATE EXCISE TAX

15059

Skamania County Auditor  
Parcel # 3-5-29-105  
By: J.C.

PARCEL NO. II

That portion of Section 29, Township 3 North Range 5 East of the Willamette Meridian, described as follows: Beginning at the East Quarter Section corner of Section 29; thence South 01 35' 02" West along the East line of said Section 29 a distance of 164.42 feet; thence West 986.71 feet to the center of the Skamania Mines Road; thence along the centerline of said road North 59 39' 40" East 93.72 feet; thence along said centerline North 47 22' 26" East 322.72 feet; thence North 58 05' 46" East 203.80 feet; thence on a 60 foot radius curve to the left 119.78 feet, the long chord of which bears North 0 54' 16" East 100.86 feet; thence North 56 17' 14" West 144.14 feet; thence North 5 17' 14" West 301.16 feet; thence North 47 41' 05" East 194.07 feet; thence continue along said centerline North 26 31' 05" East 400.89 feet; thence continue North 59 45' 45" East 182.21 feet; thence North 01 14' 35" West 111.77 feet; thence North 52 19' 25" East 267.19 feet to the East line of said Section 29; thence South 01 35' 35" West 1,546.75 feet to the point of beginning. Containing 20 acres.

SUBJECT to easements, encumbrances and restrictions of record.

PARCEL NO. III

A tract of land located in the Northeast quarter of Section 29, Township 3 North, Range 5 East of the Willamette Meridian, described as follows: Beginning at a point in the center of a traveled road, which point is 5,331.41 feet South 76 03' 48" East of the Northwest corner of said Section 29, also being the Northeast corner of Cameron A. Blagg, Jr. and Merna J. Blagg, husband and wife, tract reorded on Book 69 at page 423, being the true point of beginning; thence in a Southwesterly direction along the North line of said Blagg tract a distance of 1,651 feet; thence North a distance of 40 feet; thence Northeasterly parallel with the North line of said Blagg tract a distance of 1,651 feet to the center of said traveled road; thence following centerline of said road Southerly 40 feet to the point of beginning.

EXCEPT any portion of said premises that may be within the right-of-way of road designated as road no. N 30.

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

None

REAL ESTATE CONTRACT

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No part of the purchase price is attributed to personal property.

4. (a) PRICE. Buyers agree to pay:

	\$ 20,000.00	Total Price
Less	(\$ 5,000.00)	Down Payment
Less	(\$ )	Assumed Obligation
Results in	\$ 15,000.00	Amount Financed by Seller

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN FIFTEEN (15) YEARS FROM THE DATE OF THIS CONTRACT.

(b) PAYMENT OF AMOUNT FINANCED BY SELLER

Buyers agree to pay the sum of \$15,000.00 as follows: \$100.00 or more at buyers' option on or before the 15th day of April, 1992, interest from March 15, 1992 at the rate of 9% per annum on the declining balance thereof; and a like amount or more on or before the 15th day of each and every month thereafter until paid in full.

This Real Estate Contract hereby incorporates the following:

1. This Real Estate Contract satisfies and releases buyer from all obligation, lien interest and/or judgment that seller may have pursuant to that Decree of Dissolution dated July 26, 1989 in the amount of \$7,500.00 for her equitable interest in that business known as Cameron Enterprises, Inc.
2. That this Real Estate Contract releases seller from all indebtedness she has pursuant to said Decree of Dissolution owing to buyer's father, Cameron A. Blagg, Sr.
3. In the event buyer shall sell said property, the entire unpaid balance will become due and payable to seller.
4. This contract is entered into for the purposes of fulfilling the provisions of the said Decree of Dissolution wherein parties were awarded joint ownership of said property. This contract sells to buyer all interests seller has in said property.

Payments are applied first to interest and then to principal. Payments shall be made at \_\_\_\_\_ or such other place as the Seller may hereafter indicate in writing.

5. **FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS.** If Buyers fail to make any payments on assumed obligation(s), Seller may give written notice to Buyers that unless Buyers make the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the assumed obligation. Buyers shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

(a) **FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES.** If Seller fails to make any payments on any prior encumbrance, Buyers may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyers will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyers may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Buyers in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyers make such delinquent payments on three occasions, Buyers shall have the right to make all payments due thereafter direct to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

6. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyers and the obligations being paid by Seller.

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

7. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Buyers a Statutory Warranty Deed in 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.



8. **LATE CHARGES.** If any payment on 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 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 amounts received from Buyers after such late charges are due shall be applied to the late charges.

9. **NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES.** Seller warrants that entry into this contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) or (c) has been consented to by Buyers in writing.

10. **POSSESSION.** Buyers are entitled to possession of the property from and after the date of this Contract, or \_\_\_\_\_, 19\_\_\_\_, whichever is later, subject to any tenancies described in Paragraph 7.

11. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Buyers agree 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 contest. Buyers agree to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyers may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyers may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

12. **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. 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 their interests may appear and then to Buyers. Buyers may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the buyers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise.

Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyers in insurance policies then in force shall pass to Seller.

13. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyers fail 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 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

14. **CONDITIONS OF PROPERTY.** Buyers accept the property in its present condition and acknowledge that Seller, her 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.

15. **RISK OF LOSS.** Buyers 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.

16. **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.

17. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Buyers agree to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyers consent to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

18. **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. Buyers may within 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 Buyers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

19. **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 of Buyers' obligations pursuant to this Contract; or

(c) Forfeit Buyers' 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 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; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyers shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.

(d) Acceleration of Balance Due. Give Buyers written notice demanding payment of said delinquencies and payment of a later 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 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 charge and reasonable attorneys' fees and costs.

20. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 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.

21. BUYERS' REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyers 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.

22. 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.

23. 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.

24. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyers at : 1500 NW LAUREL HEIGHTS DR ALBANY, OR and to Seller at 1935 1<sup>ST</sup> AVE SE ALBANY, OR

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.

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

26. 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.

## INITIALS

SELLER

BUYERS

Merna J. Blagg

Cameron A. Blagg, Jr.  
Gail A. Blagg

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

28. 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 Buyers.

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

SELLER

BUYERS

Merna J. Blagg

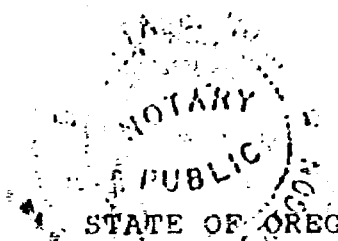
Cameron A. Blagg, Jr.  
Gail Ann Blagg



STATE OF OREGON )  
County of Linn ) :35

On this day personally appeared before me Merna J. Blagg to me known to be the the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25<sup>th</sup> day of March, 1992.

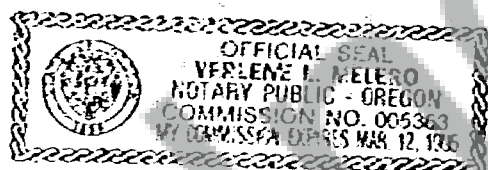


STATE OF OREGON )  
County of Linn ) :35

Dorothy E. Hoin  
NOTARY PUBLIC in and for the State  
of Oregon, residing at Albany, OR  
My Commission Expires: 5-19-95

On this day personally appeared before me Cameron A. Blagg, Jr., and Gail Ann Blagg, husband and wife, to me known to be the the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25<sup>th</sup> day of March, 1992.



Verlene L. Melero  
NOTARY PUBLIC in and for the State  
of Oregon, residing at Albany  
My Commission Expires: 03-12-95