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BOOK 130 PAGE 399

FILED FOR RECORD
SKAMANIA CO. WASH
BY Joy Krohn

AUG 21 11 05 PM '92

GARY M. OLSON

WHEN RECORDED RETURN TO:

Name: Jerome F. Eline II, Attorney
Address: 1010 Esther Street
City/State/Zip: Vancouver, WA 98660

REAL ESTATE CONTRACT

1. PARTIES AND DATE. This Contract is entered into on August 5, 1992, between LINDA J. OLSON, a single woman, as "Seller" and SUSAN R. KROHN, a single woman, as "Buyer."

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

Lot 12, EDGEWATER PROPERTIES, according to the Plat thereof recorded in Book A of Plats, page 119, Records of Skamania County, Washington.

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

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

4. (a) PRICE. Buyer agrees to pay:

\$16,581.00	Total Price
Less -0-	Down Payment
Results in \$16,581.00	Amount Financed by Seller

- (b) PAYMENT BY BUYER.

Buyer agrees to pay the balance of \$16,581.00 as follows: A payment of \$210.28 or more to Seller on or before the first day of each month, beginning August 1, 1992, until the balance of the purchase price is paid. All payments shall include interest at the rate of Eleven Percent (11%) per annum on the declining balance thereof, until paid in full.

5. CLOSING COSTS. Buyer shall assume and pay all closing costs and expenses such as the real estate excise tax, costs of preliminary commitment for title insurance, credit report and the like.

REAL ESTATE EXCISE TAX

015180

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Registered ☒
Indexed, Dir ☒
Indirect ☒
Filed 9/1/92
Mailed ☒

AUG 28 1992

212.24
COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
By: DP Parcel # 6407 2334 0604 02
8-22-92

6. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein.
7. **LATE CHARGES.** If any payment of the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge of Twenty-Five Dollars (\$25.00). Such late payment charge shall be in addition to all other remedies available to Seller and the first amount received from Buyer after such late charges are due shall be applied to the late charges.
8. **POSSESSION.** Buyer is entitled to possession of the property from and after the date of the Contract.
9. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under the Contract.
10. **NONPAYMENT OF TAX, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyer 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 Buyer shall forthwith pay Seller the amount thereof plus a late charge of twelve percent (12%) of the amount thereof plus any costs and attorney's fees incurred in connection with making payment.
11. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledges 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. Buyer agrees 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 Buyer from any of Buyer's obligations pursuant to this Contract.
13. **INSURANCE.** Buyer agrees to keep all buildings now on 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 Buyer plus the balance due Seller, or full insurable value, whichever is lower. 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 Buyer in insurance policies then in force shall pass to Seller.

14. **CONDEMNATION.** Seller and Buyer may each appear as owner of an interest in the property in any action concerning condemnation of any part of the property. Buyer 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 Buyer deposits in escrow any deficiency with instruction 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.
15. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:
 - (a) Sue for Installments. Sue for any delinquent periodic payment; or
 - (b) Specific Performance. Sue for specific performance of any of Buyer's 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 Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer'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 to unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements and unharvested crops to the Seller ten (10) days after the forfeiture.
 - (d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of Twenty-Five Dollars (\$25.00) per such delinquent payment 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 Buyer or personally delivered to the Buyer, 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 Buyer may be liable for a deficiency.
- 16. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 15 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
- 17. **NON-WAIVER.** Failure of Seller to insist upon strict performance of the Buyer's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all the Buyer's obligations hereunder and shall not prejudice any remedies as provided herein.
- 18. **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 proceeding.
- 19. **DUE ON SALE.** If Buyer, without written consent of Seller, which consent shall not be unreasonably withheld, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of Buyer's interest in the property or this contract, Seller may at any time thereafter declare the entire balance of the purchase price due and payable.
- 20. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Lynda J. Olson, 8233 Highway 14, Lyle, Washington 98635, and to Susan R. Krohn, P.O. Box 851, Stevenson, Washington 98648 or 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 Seller and Buyer.
23. ADDENDA. Any addenda attached hereto are a part of this Contract.
24. COMMERCIAL LOGGING. No commercial logging shall be permitted until this Contract is fulfilled, except that Buyer may cut certain trees for a driveway and building site, subject to Seller's consent on which trees may be cut. Seller's consent shall not be unreasonably withheld.
25. DEED RESTRICTIONS. This Contract shall be subject to and governed by the Edgewater Properties Deed Restrictions and Protective Covenants, executed by Buyer and Seller, a copy of which is attached hereto and incorporated herein by this reference.
26. 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 Buyer.

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

SELLER

BUYER


LYNDA J. OLSON


SUSAN E. KROHN

STATE OF WASHINGTON)
County of Klickitat) ss.

On this day before me personally appeared LYNDA J. OLSON, to me known to be the same person named in and who executed the foregoing instrument and acknowledged to me that she signed the

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same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 24th day of July, 1992.



Georgiana A.M. Murphy
Notary Public in and for the State
of Washington, residing at
The Dalles, Oregon

My Commission expires: June 6, 1993

STATE OF WASHINGTON)
)ss.
County of SKAMAWAN

On this day before me personally appeared SUSAN R. KROHN, to me known to be the same person named in and who executed the foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 4 day of AUGUST, 1992, 1992.

Barbara J. Acker
Notary Public in and for the State
of Washington, residing at
CARSON, WA

My commission expires: 12/28/94



EDGEWATER PROPERTIES
DEED RESTRICTIONS AND PROTECTIVE COVENANTS
RESTRICTIONS AND COVENANTS SHALL BE CONSTRUED
AS RUNNING WITH THE LAND

1. MAINTENANCE: Lot owners are responsible for the maintenance and snow removal of their own driveway. All buildings and land are to be kept in a neat and clean manner.
2. RESTRICTIONS: All lots shall be used exclusively for residential or recreational purposes.
3. BUILDING SET BACK LINE: To meet county code. No fencing to be extended into the Windy River.
4. PERMANENT DWELLINGS AND BUILDINGS: Are to be of new construction and all buildings constructed are to have exterior completed within one year. All buildings must first meet with Skamania County Building Code and Permit requirements.
5. No mobile homes will be allowed on said lots.
6. Recreational vehicle will be allowed on a temporary basis only. Not a permanent dwelling.
7. ANIMALS: No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers; and horses on a temporary basis only.
8. All land owners are to be responsible for their own septic system approval, permits and perc test or sewage units.
9. NOXIOUS OR OFFENSIVE ACTIVITY. Shall not be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood and owners shall determine what constitutes noxious or offensive activity, said determination shall be complete and final.
10. No abandoned or junk autos, etc., will be allowed on said lots.

Susan R. Krohn
SUSAN R. KROHN, Buyer

Lynda J. Olson
LYNDA J. OLSON, Seller

Date:

August 5 1992

Date:

7-22-92

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$ 9,223.97 together with interest as provided in the note or other instrument secured from the 28TH day of NOVEMBER 1991, and such other costs and fees as are due under the note of other instrument secured, and as are provided by statute.

V

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 6TH day of NOVEMBER 1992. The default(s) referred to in paragraph III must be cured by the 26TH day of OCTOBER 1992 (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 26TH day of OCTOBER 1992, (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 26TH day of OCTOBER 1992, (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults.

VI

A written notice of default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantor's successor in interest at the following address:

Name	Address
RAYMOND W. TEEL	METZGER FULLER RD, STEVENSON, WA 98610-0388

by both first class and certified mail on the 5TH day of MAY 1992, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 7TH day of MAY 1992 with said written notice of default or the written notice of default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

IX

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

DATED: JULY 28, 1992

UNITED TRUSTEE CORPORATION

Successor Trustee

By: Mary Ann Schober

Address: 12910 Totem Lake Blvd. NE Suite 130
Kirkland, WA 98034

Telephone: (206) 820-8000

State of Washington)
County of King) ss.

On this 28TH day of JULY 1992, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary Ann Schober, to me known to be the Asst Vice President of United Trustee Corporation the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for uses and purposes therein mentioned, and on oath states that she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above



NOTARY PUBLIC in and for the State of
Washington, residing at Camano Island
Commission expires 12/9/95