

114403

BOOK 130 PAGE 678

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 17th day of August, 1992, between BILLY GENE BATTEN, and KAREN BATTEN, husband and wife, hereinafter called "seller", and DAVID L. CHILDERS and ANGELA K. CHILDERS, husband and wife, hereinafter called "purchasers".

WITNESSETH: That the seller agrees to sell to the purchasers and the purchasers agree to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

One single family dwelling located on a tract of land located in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 29, Township 3 North, Range 8 E.W.M., Skamania County, Washington, describe as follows:

Beginning at a point 605 feet west and 129 feet south of the northeast corner of NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 29; thence south 290 feet; thence west 200 feet; thence north 290 feet; thence east 200 feet to the point of beginning.

EXCEPT that portion thereof sold to Marvin All on November 2, 1971, more particularly described as follows:

All that portion of the following tract of land lying north and east of the center of Carson Creek, more particularly described as follows: A tract of land located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 3 North, Range 8 E.W.M., described as follows: Beginning at a point 605 feet West and 129 feet South of the NE corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29; thence South 290 feet; thence West 200 feet; thence North 290 feet; thence East 200 feet to the point of beginning.

THE TERMS and CONDITIONS of this contract are as follows:

PRICE AND PAYMENT TERMS

1. The purchase price is Forty-five thousand and no/100 dollars, (\$45,000.00) of which \$10,000.00 has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be as follows:

a. \$300.00, on or before the 10th day of October, 1992 and \$300.00 on or before the 10th day of each succeeding calendar month thereafter until the balance of said purchase price shall have been fully paid.

FILED FOR RECORD

BY Karen Batten

SEP 11 4 30 PM '92

GARY OLSON

-1-

Registered p
 Indexed, ll
 Indirect p
 Filmed 9/24/92
 Mailed

015227

REAL ESTATE EXCISE TAX

SEP 11 1992

576.00

Glenda J. Kimmel, Skamania County Assessor
 Parcel # 38-29-2-1-100
 By: [Signature]

b. The purchasers further agree to pay interest on the diminishing balance of said purchase price at the rate of nine per cent (9%) per annum from the 10th day of October, 1992, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

2. All payments to be made hereunder shall be made at Bill and Karen batten P.O. Box 997, Carson, Wa., 98610, or at such other place as the seller may direct in writing.

3. As referred to in this contract, "date of closing" shall be August 17, 1992.

4. Purchasers may at their option pay the entire balance of the purchase price remaining due, or any part of such balance, at any time before maturity, without notice to seller and without penalty.

5. Purchasers closing costs. Purchasers shall pay the following closing costs:

a. Real Estate excise tax.

6. Seller's Closing costs. Seller shall pay the following closing cost.

a. Recording fees for this real estate contract.

7. The purchasers agree that full inspection of said real estate has been made and that neither the seller nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchasers or sellers or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

a. Purchasers are acquiring the single family dwelling and property "as is" and seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, purchasers acknowledge that they have made their own independent investigation respecting the dwelling and the property and will be relying entirely thereon and on the advice of any consultant they may retain. Purchasers may not rely upon any representation of any party whether or not such party purports to act on behalf of seller, unless the representation is expressly set forth therein or in a subsequent document executed by seller. All representations, warranties, understandings, and agreements between purchasers and sellers are merged herein and shall not survive closing.

TAKING

8. The purchasers assume all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use and agree that any such taking shall not constitute a failure of consideration. In case of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the sellers agrees in writing to allow the purchasers to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

9. The purchasers agree to keep any improvements or future improvements located on the property insured, as well as the existing single family dwelling insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the sellers and with loss payable first to sellers as their interest may appear, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the sellers. All such policies shall provide that they cannot be amended or canceled without ten (10) days written notice to sellers.

10. The sellers agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except those of record as of the date hereof and except any that may attach after date of closing through any person other than the sellers, and subject to the standard policy exceptions.

11. The purchasers shall be entitled to possession of said dwelling and real estate on or before October 30, 1992 and to retain possession of said real estate so long as purchasers are not in default hereunder. The purchasers covenant to keep single family dwelling and any improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchasers covenant to pay all service, installations or construction charges for building constructions, improvements, maintenances, garbage or other utility services furnished to said real estate after the date of closing.

12. Purchasers covenant and agree to make or permit no unlawful, offensive or improper use of the premises or any part thereof.

13. The rights hereby granted are personal to the purchasers and sellers' reliance upon purchasers' ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property and single family dwelling may be assigned, leased, rented, possessed by residence by any other party, or transferred by purchasers, nor shall purchasers make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of sellers.

14. Time and the covenants of purchasers are of the essence of this contract, and it is agreed that in case the purchasers shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the sellers may at their option exercise any of the following alternative remedies upon giving purchasers thirty (30) days' written notice specifying the default and the remedy to be exercised should purchasers fail to secure all defaults at the expiration of the 30-day period:

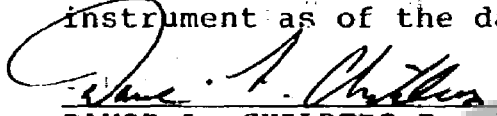
Sellers may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by sellers for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.

- b. The sellers may cancel and render void all rights, titles and interests of the purchasers and their successors in this contract and in the and in the property (including all of the purchasers' then existing rights, interests and estates therein and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety(90) days thereafter and the sellers record a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract the seller may retain all payments made hereunder by the purchasers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the purchasers and any person or persons having possession of the said property by, through or under the purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the purchasers or any person or persons claiming by, through or under the purchasers who were properly give the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the purchasers, such person or persons, shall be deemed tenants at will of the sellers and the sellers shall be entitled to institute an action for summary possession of the property and may recover from the purchasers or such person or persons in any such proceedings the fair rental value of the property for the use therefrom and after the date of forfeiture plus costs, including the sellers reasonable attorneys' fees.

- c. Specific Performance. Sellers may institute suit to specifically enforce any of the purchasers' covenants hereunder.
- d. In the event this contract is in default or forfeited as herein provided, by mutual agreement of the purchasers and the sellers do hereby understand that in the event of three (3) consecutive payments of \$300.00 have not been paid in full, the purchasers will promptly sign a Quit Claim Deed to sellers, of which will release purchasers of their interest and possession of said property.

15. In the event of default or forfeiture by purchasers, the waiver of sellers to elect to pursue any of the above remedies at any time upon breach of any of the terms of this contract by the purchasers shall be deemed only an indulgence by the sellers with regard to the particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of sellers to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the sellers to utilize any particular remedy to enforce a breach of this contract shall not preclude sellers from electing to use an alternate remedy to enforce a subsequent breach. The remedies stated herein are cumulative and not mutually exclusive. Any delay or failure of sellers to take action upon default shall not be construed as a waiver of said default. If sellers are required to institute legal action to enforce any of the remedies indicated, purchasers agree to pay sellers' costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.


DAVID L. CHILDERS, Purchaser


ANGELA K. CHILDERS, Purchaser


BILLY G. BATTEN, Seller


KAREN R. BATTEN, Seller

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me Billy G. Batten, and KAREN R. BATTEN, husband and wife, to me known to be 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.
Given under my hand official seal this 22 day of AUGUST 1992.

Notary Public in and for the State of Washington, residing at [redacted]
Commission expires 8/20/93

