

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

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

AUG 30 10 58 AM '95

Olson
AUDITOR
GARY M. OLSON

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REAL ESTATE CONTRACT

BOOK 152 PAGE 139

1. PARTIES AND DATE: This Contract is entered into on the 21st day of August, 1995, between ROY S. OSTROSKI, a single man, and HOWARD A. OSTROSKI, a single man, as tenants in common, M.P. 3.54L Cook-Underwood RD., Cook, Washington 98605 as "Seller," and SCOT BERGERON and REBECCA L. STONESTREET, husband and wife, P. O. Box 42, White Salmon, WA 98672, 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:

Beginning at the Northeast corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence West 31 rods to the true point of beginning; thence South 40 Rods more or less, to the South line of said Section 11; thence West 9 rods to the Southwest corner of said Section 11; thence North 40 Rods; thence East 9 Rods to the true point of beginning.

EXCEPT that portion conveyed to Robert D. Wilson et ux, by instrument recorded in Book 52, page 352, Deed Records.

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

Total Purchase Price	\$30,000.00
Down Payment	\$15,000.00
Results in	\$15,000.00 Amount
financed by Seller.	

(b) PAYMENT OF AMOUNT FINANCED BY SELLER: Purchaser agrees to pay the sum of FIFTEEN THOUSAND Dollars (\$15,000.00) as follows:

\$15,000.00 due on or before the 28th day of August, 1999. IN ADDITION THEREUTO the outstanding balance of the purchase price shall at all times bear daily interest at the rate of eight percent (8%) per annum from the 28th day of August, 1995.

Payment shall be made to Sellers: M.P. 3.54L Cook-Underwood RD., Cook, WA 98605, or at such other address 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 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. Said Statutory Warranty Deed shall be held at Office of L. Eugene Hanson, Attorney at Law, 70 N. E. Estes Avenue, White Salmon, WA 98672.

6. LATE CHARGES: If any payment of the purchase price is not made within ten (10) days after the date it is due, Purchaser agrees to pay a late charge of \$50. Such late payment charge shall be in addition to all other remedies available to Seller.

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

17590

REAL ESTATE EXCISE TAX

AUG 30 1995
PAID 384.00

SKAMANIA COUNTY TREASURER

Registered
Indexed ☒ *1*
Indirect
Filed
Mailed

8/30/95
3-9-11-3-1996-00

8. 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.

9. NONPAYMENT OF TAXES, AND UTILITIES CONSTITUTING LIENS: If Purchaser 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 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.

10. LIENS: The Purchaser shall not cause, authorize or permit any mechanics' or materialmen's liens to be placed upon the property. The Purchaser shall indemnify and defend the Seller against all liens levied against the property or any part thereof caused by or through the Purchaser. The Purchaser shall have the right to contest said liens so long as a foreclosure thereof is prevented, and if such contest is pursued in good faith the filing of the lien and withholding payment of the lien amount so disputed shall not constitute a default under this contract. No lien or any agent, contractor, subcontractor, or independent contract of the Purchaser shall encumber any interest of the seller in the property.

11. CONDITION OF PROPERTY: Purchaser 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. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.

12. 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.

13. 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.

14. 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.

15. 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. 61.20, 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 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 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.

16. RECEIVER: If Seller has instituted any proceedings specified in Paragraph 15 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.

17. 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.

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. 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.

20. NOTICES: Notices shall be either personally served or shall be sent certified mail, return receipt requested by regular first class mail to Purchaser at P. O. Box 42, White Salmon, WA 98672, and to Seller, M.P. 3.54L Cook-Underwood, RD., Cook, WA 98605, 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.

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 Buyer.

23. PERMISSION TO SELL: The parties hereto agree that there shall be no due on sale clause, however, Purchaser shall first obtain the consent of the Seller before they assign, convey, sell, lease, contract to convey, sell, lease or assign, or grants an option to buy the property, which consent shall not be unreasonably withheld.

24. 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:

Robert S. Ostroski
ROBERT S. OSTROSKI

Howard A. Ostroski
HOWARD A. OSTROSKI

PURCHASER:

Scott Bergeson
SCOTT BERGESON

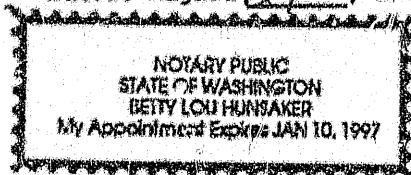
Rebecca L. Stonestreet
REBECCA L. STONESTREET

STATE OF WASHINGTON)
County of Klickitat)

BOOK 152 PAGE 142

I certify that I know or have satisfactory evidence that ROY S. OSTROSKI and HOWARD A. OSTROSKI are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 2, 1995.



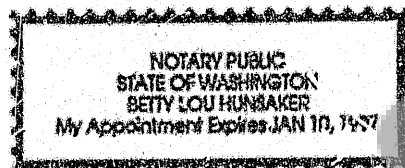
Betty Lou Hunsaker
Notary Public in and for
the State of Washington

My assignment expires 1-10-97

STATE OF WASHINGTON)
County of Klickitat) ss

I certify that I know or have satisfactory evidence that SCOT BERGERON and REBECCA L. STONESTREET are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 15, 1995.



Betty Lou Hunsaker
Notary Public in and for
the State of Washington

My appointment expires 1-10-97

OSTROSKI & OSTROSKI - BERGERON & STONESTREET
Real Estate Contract
Page 4.