

SK 11354

3-6-2500

2500-T

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between LEE D. MILLER, also known as Duane Miller, and JOYCE M. MILLER, husband and wife, hereinafter referred to as "Seller", and JOHN K. ZIEGLER and DENISE J. ZIEGLER, husband and wife, as to an undivided one-half (1/2) interest, and WARREN E. EDGLEY, an unmarried man, as to an undivided one-half (1/2) interest, hereinafter referred to as "Purchaser",

W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

Government Lots 1 and 2 and the East half of the Northwest quarter of Section 30, Township 3 North, Range 6 East of the Willamette Meridian.

EXCEPT all that portion of Government Lots 1 and 2, lying Westerly of the center line of the main channel of the Washougal River.

ALSO EXCEPT all that portion of the Southeast quarter of the Northwest quarter of said Section 30, lying Easterly and Southerly of that certain easement being 60 feet in width and more particularly set forth under Auditor's File Nos. 81058 and 66188, records of Skamania County, Washington.

SUBJECT TO easements as granted to the State of Washington, Department of Natural Resources, for road purposes as reflected in instruments recorded under Auditor's File Nos. 60149, 66188, 66189, and 81058, records of said County.

SUBJECT FURTHER TO easement and agreement regarding right-of-way and bridge ownership and maintenance as reflected in instruments recorded under Auditor's File Nos. 78360 and 86151, records of said County.

SUBJECT FURTHER TO rights of the State of Washington, if any, in and to that portion of said premises lying in the bed of the Washougal River, if said river is navigable, and any question that may arise due to change in the course of said river.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00), of which Purchaser has paid to Seller the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$105,000.00 shall be due and payable in monthly installments of accrued interest, or more, at Purchaser's option, commencing April 1, 1979, and continuing on the same day of each month thereafter until March 1, 1983, at which time, said monthly installments shall increase to EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$850.00), or more at Purchaser's option, until

-1-

MILLER & LAHMANN
ATTORNEYS AT LAW
335 N.E. 5TH AVE.
CAMAS, WASHINGTON 98607
AREA CODE 206 - TELEPHONE 824-1808

Transaction in compliance with County subdivision ordinances.
Skamania County Auditor - E. J. [illegible]

the entire purchase price and interest is paid in full, PROVIDED HOWEVER, that Purchaser shall pay to Seller, within one hundred eighty days (180) from February 28, 1979, the principal sum of \$5,000.00 and, PROVIDED FURTHER, that the entire purchase price and interest shall be paid in full on or before February 28, 1989. The declining principal balances of the purchase price shall bear interest from February 28, 1979, at the rate of eight and one-half percent (8-1/2%) per annum, and the installments aforesaid shall be first applied to the interest accruing from month to month, and the balance credited to the principal. The aforesaid monthly payments shall be made by Purchaser to a collection escrow established at Riverview Savings Association, Camas, Washington, for credit to Seller's account.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1978. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on February 28, 1979, and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided,

or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. PARTIAL CONVEYANCE OF TITLE: It is acknowledged that Purchaser may desire to obtain title to portions of the property herein prior to the final payment and performance of this contract, and Seller agrees, provided that this contract is not then in default, to convey to Purchaser in partial performance of this contract, portions of the property as may be so selected by Purchaser from time to time, but subject to the following conditions and limitations:

(a) Seller agrees to release one (1) twenty-acre parcel of Purchaser's selection upon the reduction of the principal balance owing on this contract to each of the following amounts: \$90,000.00, \$70,000.00, \$50,000.00, \$30,000.00, and \$10,000.00. No such parcels released shall be less than twenty (20) acres in area.

(b) No parcel released prior to the final payment in performance of this contract shall include any portion of a square twenty (20) acre parcel, the West boundary of which is the centerline of the Washougal River and the mid-point of which West line is the falls on said river.

(c) Excepting only the documentary stamps required on the deed, any such release in partial performance of this contract shall be solely at Purchaser's expense, including any expense for surveying or drafting of instruments.

(d) Any such release shall preserve access to the unreleased portions of the property of not less than a sixty foot (60') easement, and Seller will not be required to make any such release or partial conveyance as will unreasonably impair his security interest in the property.

7. ADDITIONAL COVENANTS:

(a) Seller will furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

(b) It is understood that the property herein is presently classified for real property tax purposes on a current use basis (forest land), and that by virtue

MILLER & LAHMANN
ATTORNEYS AT LAW
333 N.E. 8TH AVE.
KANSAS, WASHINGTON 66607

-2-

BOOK 76 PAGE 157

of the within sale, the property may be assessed for additional taxes, penalty and interest as provided by law, as a result of the tax reduction during the years such current use assessment has been in effect. The property is sold hereby subject to such additional assessments and which assessments Purchaser assumes.

(c) The interest of Purchaser in the within contract shall not be assigned or transferred except with the prior written consent of Seller.

(d) Purchaser covenants to cut no merchantable timber upon any portion of the property not previously released pursuant to the terms and conditions hereof without the prior written consent of Seller.

IN WITNESS WHEREOF, the parties have executed this instrument this 5th day of January, 1979.

February 1979 J.D.M.

L.D. Miller
Lee D. Miller

Joyce M. Miller
Joyce M. Miller

SELLER

John K. Ziegler
John K. Ziegler

Denise J. Ziegler
Denise J. Ziegler

Warren E. Edgley
Warren E. Edgley

PURCHASER

No. 6000
TRANSACTION FEE TAX
FEB 14 1979
Amount Paid \$ 1200.00
Shoshone County Treasurer
By *John K. Ziegler*

STATE OF UTAH
County of *San Juan* ss.

On this day personally appeared before me LEE D. MILLER and JOYCE M. MILLER, 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 mentioned.

GIVEN under my hand and seal this 5 day of *February* 1979.

D. Miller & Lahmann
Notary Public in and for the State
of Utah,
Residing at *San Juan City, Utah*
My Commission Expires: *12/1/80*