

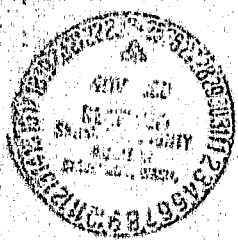
01625

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 19th day of November, 1980, between HAROLD R. JORGENSEN and EVELYN G. JORGENSEN, husband and wife, hereinafter called the "sellers," and LOUIS L. WELLMAN and CERALDINE M. WELLMAN, husband and wife, hereinafter called the "purchasers,"

WITNESSETH: That the sellers agree to sell to the purchasers and the purchasers agree to purchase from the sellers the following described real estate, with the appurtenances, and a 1971 Marlette Mobilehome, Serial Number 10707, in Skamania County, State of Washington:

The North Half of the North Half of the North Half of the North Half of the North Half of the Southeast Quarter of the Southwest Quarter (N $\frac{1}{2}$  N $\frac{1}{2}$  N $\frac{1}{2}$  N $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Sec. 26, Township 3 North, Range 7 E.W.M., EXCEPT that portion East of Aalvik Road; ALSO, the South Half of the South Half of the South Half of the Northeast Quarter of the Southwest Quarter (S $\frac{1}{2}$  S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Sec. 26, Township 3 North, Range 7 E.W.M., EXCEPT that portion East of Aalvik Road; ALSO, as lot 1 of MATTIE R. AALVIK'S Short Plat, recorded in Book 2 of Short Plats, Page 67, under Grantor's File No. 86665, records of Skamania Co., State of Washington. Purchase price includes a 12' x 65' Marlette Mobile home located on the above described property.



1. The purchase price is Twenty Three Thousand Dollars (\$23,000.00), of which Twelve Thousand Five Hundred Dollars (\$12,500.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

(a) Purchasers agree to pay the balance of Ten Thousand Five Hundred Dollars (\$10,500.00) on or before the 30th day of June, 1981 or earlier at purchasers option.

(b) Purchasers agree to enter into a written lease agreement, identical to that on a form attached hereto as Exhibit 1 whereby sellers will be entitled to lease the premises, with the appurtenances and the above-described mobilehome for the sum of \$1.00 until June 30, 1981.

2. All payments to be made hereunder shall be made to sellers at 1.07R Aalvik Road, Stevenson, Washington, or at such other place as the sellers may direct in writing.

3. As referred to in this act, "date of closing" shall be November 19, 1980.

4. Sellers shall deliver possession of said premises to purchasers on June 30, 1981.

5. The purchasers assume and agree to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate.

Notary Public for Skamania County, Washington

Registered  
Indexed, Direct  
Indirect  
Recorded  
Filed



6. All linoleum, window screens, screen doors, plumbing and lighting fixtures (except floor and standing lamps), shades, venetian blinds, curtain rods, all attached bathroom fixtures, trees, plants and shrubbery, water heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, (including the Franklin Stove in the mobilehome), that are now on the premises shall be included in the sale. Attached television antennas, if any, that are now on the premises shall remain intact and shall be included in the sale.

7. Purchasers will keep any improvements or future improvements located on the property and the contents thereof 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 agree 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 cancelled without ten (10) days' written notice being given to sellers.

8. Purchasers are acquiring the property "as is" and sellers make 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 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 sellers, unless the representation is expressly set forth herein or in a subsequent document executed by sellers. All representations, warranties, understandings, and agreements between purchasers and sellers are merged herein and shall not survive closing.

9. The purchasers assume all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agree that no such damage, destruction or taking shall constitute a failure of consideration. In case any part 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 sellers and applied as payment on the purchase price herein unless the sellers elect 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. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchasers elect that said proceeds shall be paid to the sellers for application on the purchase price herein.

10. Purchasers will at all times keep and maintain the property and all improvements now or hereafter located on the property in as good a state of repair as they are upon the date of this contract or date of installation as to future improvements, reasonable wear and depreciation expected. Purchasers shall replace or repair worn out or obsolete portions of the improvements necessary to keep the improvements as a whole in good operating condition. All maintenance, repair and replacements shall be at the purchasers sole cost and expense and neither the sellers nor the property shall be liable therefor, nor subject to attachment



nor lien as a result thereof. This covenant is not to be construed to indicate that sellers have any participation in the maintenance of such improvements or the making of repairs or replacements.

11. No building or other improvement on the property shall be structurally altered, removed or demolished, without sellers' prior written consent, nor shall any fixture or chattel covered by this contract be removed at any time without like consent, unless actually replaced by an article of equal suitability, owned by the purchasers, free and clear of any lien or security interest except such as may be approved in writing by sellers.

12. The sellers have delivered, or agree to deliver within fifteen (15) days of the date of closing, a purchasers' policy of title insurance in standard form, or a commitment therefore, issued by a title insurance company acceptable to both sellers and purchasers, insuring the purchasers to the full amount of said purchase price against loss or damage by reason of defect in sellers' title to said real estate as of the date of closing and containing no exceptions other than the following:

- (a) Printed general exceptions appearing in said policy form; and
- (b) Liens or encumbrances which by the terms of this contract the purchasers are to assume, or as to which the conveyance hereunder is to be made subject; none of which for the purpose of this paragraph 12, shall be deemed defects in sellers' title.

Sellers agree to indemnify purchasers, their heirs, devisees, representatives and assigns against any special exception to title other than the foregoing which may be disclosed by a commitment for title insurance on the real estate from a recognized title insurance company.

13. The sellers, upon receiving full payment of the purchase price, 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 any that may attach after date of closing through any person other than the sellers.

14. 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, may be assigned 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.

15. Any attempt at assignment and transfer by purchasers in violation of the foregoing provisions may, at sellers' option, be deemed a default by purchasers, and sellers may declare the remaining contract balance, accrued interest and any other sums owing by purchasers to sellers hereunder immediately due and payable.

16. The purchasers covenant not to permit waste on said premises and not to use, or permit the use of, the real estate for any illegal purpose.



17. Time and the covenants of purchasers set forth herein of this agreement are of the essence of this agreement. If purchasers fail to make any payment precisely when due or breach any term or provision of this contract, 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.

(a) Suit for Delinquencies. 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) Acceleration. Sellers may declare the entire unpaid balance of the purchase price to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the sellers for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments on underlying obligations, lienable items and other expenses incurred to protect sellers' interest in the property, together with interest thereon at the rate of 12% per annum from the date of each such advance. Payment by purchasers of any judgment obtained by sellers pursuant to this paragraph shall be a condition precedent to the delivery of a deed to said property by sellers and by the escrow agent, if any.

(c) Forfeiture. Sellers may elect to declare a forfeiture of and cancellation of this contract and upon such election being made, all rights of purchasers hereunder shall cease and terminate and sellers shall be entitled to take possession of the property, and all payments made by purchasers hereunder shall be retained by sellers in liquidation of all damages sustained by said default. In addition, should sellers commence a quiet title action in connection with such forfeiture or defend any claim in opposition to such forfeiture, sellers shall be entitled to recover from purchasers all further costs and attorney's fees incurred therein and in any appeal. At the end of said 30-day period, sellers may enter into the property and take possession thereof and purchasers shall immediately surrender possession. If the contract is, within said 30-day period, reinstated by the purchasers' performance and cure of all defaults, purchasers shall pay \$1,000.00 to sellers as liquidated damages for the breach of this agreement. If a forfeiture is declared, all payments which, but for the forfeiture, would have become due during the specified 30-day period and all costs and expenses including, but not limited to costs of title search and a reasonable attorney's fee, incurred by sellers in connection with the default must be paid in addition to the sums set forth in the notice of forfeiture as a condition to reinstatement of the contract. Should purchasers pay sellers an amount less than all sums required to reinstate the contract, sellers' acceptance of such sums shall not be deemed a waiver of any defaults or a reinstatement of the contract, and any such sums shall be retained by sellers as further liquidated damages should purchasers remain in default in any respect on the expiration of the 30-day period.

(d) Specific Performance. Sellers may institute suit to specifically enforce any of the purchasers' covenants hereunder. The failure of sellers to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the purchasers shall be deemed only an indulgence by sellers with regard to that 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. Purchasers' covenants to pay the accelerated balance and/or any other payments made by sellers and repayable by purchasers in event of default are independent of the covenant to make a deed and every action is an action arising on a contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument. 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.

18. Any notice, declaration, demand or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To Purchasers:

Louis L. and Geraldine M. Wellman  
206 00 NE 87th Ave.  
Battleground, Washington

To Sellers:

Harold R. and Evelyn G. Jorgensen  
1.07R Aa'vik Road  
Stevenson, Washington 98648

Any party may change their address by giving written notice to the other party in the manner provided above, provided that in no event shall sellers be required to send any notice to more than two (2) addresses. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

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

No. 7847  
**TRANSACTION EXCISE TAX**

**NOV 25 1980**  
Amount Paid \$190.00 plus  
7.00 or 12.50  
Skamania County Treasurer  
By [Signature]

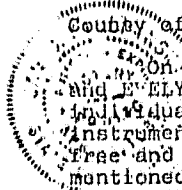
[Signature]  
HAROLD R. JORGENSEN

[Signature]  
EVELYN G. JORGENSEN

[Signature]  
LOUIS L. WELLMAN

[Signature]  
GERALDINE M. WELLMAN

STATE OF WASHINGTON )  
County of Skamania ) ss.



On this day personally appeared before me HAROLD R. JORGENSEN and EVELYN G. JORGENSEN, 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 mentioned.

GIVEN under my hand and official seal this 19th day of November, 1980.

BOOK 79 PAGE 19

W. C. Nielson  
Notary Public in and for the  
State of Washington, residing  
at Stevenson.

Unofficial  
Copy



RESIDENTIAL LEASE AGREEMENT  
AND SECURITY DEPOSIT RECEIPT

BOOK 79 PAGE 20

THIS INDENTURE, made this 19th day of November, 1980, betweenor Landlord, and \_\_\_\_\_, hereinafter designated the Lessor,  
WITNESSETH: That the said Lessor/Landlord does by these presents lease and demise theresidence situated at \_\_\_\_\_ in the City of \_\_\_\_\_  
Skamania County, State of Washington, of which the real estate is  
described as follows:

(See attached legal description - Exhibit "A")

upon the following terms and conditions:

1. Term: The premises are rented for a term of 24 months commencing the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.2. Rent: The Tenant shall pay rent in the amount of \$1.00 for the entire term in advance to Landlord.

3. Utilities: Tenant shall pay for service and utilities supplied to the premises.

4. Sublet: The Tenant agrees not to sublet said premises nor assign this lease nor any part thereof without the prior written consent of Landlord.

## 5. Lessee's Obligations: Lessee shall:

- (1) Keep said premises in a clean and sanitary condition;
  - (2) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Lessee;
  - (3) Properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;
  - (4) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, or contents;
  - (5) Not to permit a nuisance or common waste.
6. Maintenance of Premises: Lessee agrees to mow and water the grass and lawn, and keep the grass, lawns, flowers and shrubbery thereon in good order and condition, and to keep the sidewalk surrounding said premises free and clear of all obstructions to traffic in a neat and workmanlike manner all glass and doors broken during occupancy thereof; to use due precaution against freezing of water or waste pipes and stoppage of same and about said premises and that in case water or waste pipes are frozen or become clogged by reason of neglect of Lessee, the Lessee shall remain the same at his own expense as well as all damage caused thereby.

7. Alterations: Lessee agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.

8. Use of Premises: Lessee shall not use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for any illegal purpose. Lessee agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises. Lessor shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such premises.

## 9. Lessor's Obligations: Lessor shall:

- (1) Immediately notify tenant, by certified mail or updated posting, of any changes as to the person or address of the Landlord;
  - (2) Maintain all structural components in good repair;
  - (3) Keep common areas reasonably clean and safe from defects increasing the hazards of fire or accident;
  - (4) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy, provided however, that Landlord shall not be held responsible where infestation is caused by the Tenant;
  - (5) Maintain all electrical, plumbing, heating and other facilities and appliances supplied by him in reasonably good working order.
10. Access: Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place or said premises for thirty days prior to the vacation of said premises. Landlord reserves the right of access to the premises for the purpose of:

- (1) Inspection;
- (2) Repairs, alterations or improvements;
- (3) To supply services; or
- (4) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Access shall be at reasonable times except in case of emergency or abandonment.

11. Security and Deposit: The Lessee has deposited the sum of \$ None, receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with \_\_\_\_\_ bank, \_\_\_\_\_ branch, whose savings and loan association or licensed escrow, \_\_\_\_\_ address is \_\_\_\_\_.All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows: N/A

- (1) Lessee shall fully perform obligations hereunder and those pursuant to Chapter 59.16 Revised Code of Washington, or as such may be subsequently amended;
- (2) Lessee shall occupy said premises for term agreed to above;
- (3) Lessee shall clean, repair and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon the termination to Landlord the keys to premises;
- (4) Lessee shall surrender ☐ is ☐ is not to be retained by the Landlord as a non-refundable cleaning fee in the amount of \$ \_\_\_\_\_;
- (5) A portion of the aforementioned deposit ☐ is ☐ is not to be returned to Lessee within fourteen (14) days after termination of this tenancy and vacation of the premises.

14. Additional Terms: If any, attached hereto or on the reverse side hereof, are made a part of this lease by reference and are described as follows:

None

(If this lease is for over one (1) year, an acknowledgement by the Landlord/Lessor must be attached.)

IN WITNESS WHEREOF, the Lessee and Lessor, or this agent, each hereunto sets his hand.

David L. McManis  
LANDLORDSharon L. Johnson  
TENANT(S)

(BY)

ADDRESS

91625

EXHIBIT "A"

The North Half of the North Half of the North Half of the North Half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian;

EXCEPT that portion East of Aalvik Road;

ALSO the South Half of the South Half of the South Half of the Northeast Quarter of the Southwest Quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian;

EXCEPT that portion East of Aalvik Road;

ALSO KNOWN AS Lot 1 of Mattie K. Aalvik's Short Plat, recorded in Book 2 of Short Plats, Page 57, under Auditor's File No. 86665, Records of Skamania County, State of Washington.

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA } SS

I HEREBY CERTIFY THAT THE

INSTRUMENT OF WRITING, FILED BY

John C. Kiehl

OF Skamania County

AT 4:40 PM Nov 24 1980

WAS RECORDED IN BOOK 79

OF Acad 2 AT PAGE 14-22

RECORDS OF SKAMANIA COUNTY, WASH

J.P. Todd

COUNTY AUDITOR

BY B. Babcock

per



'BOOK 79 PAGE 22

ADDENDUM

Purchasers agree to pay at the time of closing the additional sum of \$250.00 over and above the purchase price, said amount to be applied to closing cost's.

E. J.  
H. J.  
L. J.  
(G. J.)

Unofficial Copy