

SK-18830  
8-6-7880

REAL ESTATE CONTRACT

- 1. Effective Date: January 10, 1981
- 2. Seller: LEWIS RIVER PROPERTIES, INC.,  
a Washington corporation,
- 3. Purchaser: FRANK J. BROCKER and BARBARA O. BROCKER,  
husband and wife,
- 4. Property Sold. The seller agrees to sell to the purchaser,  
and the purchaser agrees to purchase from the seller, the  
following described real estate, with the appurtenances thereon,  
situated in Skamania County, Washington:

LEGAL DESCRIPTION IS ATTACHED AS EXHIBIT "A"

5. Payment Terms. The terms and conditions of this contract are: Purchase price of the real estate is TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$28,000.00), of which FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$4,200.00) has been paid, the receipt of which is hereby acknowledged. The balance of TWENTY-THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$23,800.00) shall be paid in monthly installments of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), beginning on the 10th day of February, 1981, and continuing on the same day of each month thereafter until the balance of the purchase price, both principal and interest, is fully paid. The unpaid balance of the purchase price shall at all times bear interest at eleven percent (11%) per annum, commencing on January 10, 1981. From each payment shall first be deducted the interest to date of payment and the balance shall be applied to the principal. Permission is granted to purchaser to make larger payments at any time, or to pay this contract in full, and the interest shall immediately cease on all payments so made.

Notwithstanding the above payment provisions, the purchase price and interest shall be paid in full on or before January 1, 1987.

6. Encumbrance. It is understood that there is a mortgage on the property in favor of Timber Trails, Inc. and Chateau Properties, Inc., and the seller agrees to pay such obligation and will not let the same get in default during the term of this contract. In the event seller fails to make payments on the obligation, purchaser may do so and such payments shall be credited toward the payments due under this contract.

7. Fulfillment Deed. On full payment of the purchase price and interest in the manner hereinabove specified, the seller agrees to execute and deliver to purchaser a Warranty Deed to the property, free and clear of any encumbrances, except those encumbrances and obligations being assumed by the purchaser, if any, according to Paragraph 4 above, and any that may accrue hereafter due to any person other than the seller.

Notarized by County Auditor - Dy



LAW OFFICES OF  
Linderholm, Merovich,  
Lansky, Whitesides, Marsh,  
Wilkinson & Mosener, Inc., P.C.  
Broadway at Occochee, Suite 403  
P.O. Box 1008  
Vancouver, Washington 98666  
(206) 606-3312

8. Possession. The purchaser is entitled to physical possession on January 10, 1981.

9. 1981 Taxes. The purchaser will pay the 1981 taxes.

10. Future Taxes. The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate.

11. Acceptance of Premises. The purchaser agrees that a full inspection of the premises has been made. The seller shall not be liable under any agreement with respect to (a) the condition of the premises, or (b) any service, installation, maintenance, or construction charges for sewer, water or electricity, or (c) for alterations, improvements or repairs, unless the agreement is in writing and attached to this contract.

12. Title Insurance. The seller agrees to procure within fifteen (15) days from date a purchaser's policy of title insurance in standard form, insuring the purchaser to the full extent of the purchase price against loss or damage by reason of defect in the record title of the seller to the real estate herein described or by reason of prior liens or encumbrances not assumed by the purchaser in this contract.

13. General Advancements by Seller. In case the purchaser fails to make any payment to others as herein provided or to maintain insurance, if required herein, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 12% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights the seller might have by reason of such default.

14. Default Provisions.

(a) Right to Collect Payments. Seller may elect to bring an action on any overdue installment or on any payment or payments made by seller and repayable by purchaser. The promise to pay intermediate installments is independent of the promise to make a deed.

(b) Forfeiture Provisions. Time is of the essence of this contract. No waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon his doing so, all payments made by the purchaser and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property. A 30-day notice of intent to declare a forfeiture shall be made by seller in writing. Within the 30-day period the purchaser shall have the right to re-occupy the grounds for forfeiture specified in the notice. Purchaser shall not be reinstated, however, until the purchaser has paid to the seller all expenses that seller has incurred in the declaration and service of such notice, including attorney's fees incurred by seller.

(c) Attorney's Fees.

(1) If this contract or any obligation contained in it is referred to an attorney for collection or realization, purchaser agrees to pay seller's attorney's fees, including fees incurred with or without legal suit, expenses of searching records to determine the condition of title, and all other related legal expenses.

(2) In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party's attorney's fee, together with all costs and expenses incurred in connection with such action, including the cost of searching records to determine the condition of title.

(3) Notice Provisions. Service of all demands or notices pursuant to this contract may be made by certified mail and regular mail, postage prepaid, directed to the purchaser or seller at his address stated below. The time specified in any notice shall commence to run from the date of the postmark.

(e) Acceleration. In the event purchaser shall fail to comply with any condition hereof or to make any payment required, the seller may elect to declare all of the sums obligated to be paid by the purchaser herein to be immediately due and payable. Prior to acceleration, a thirty (30) day notice of intent to accelerate shall be made by seller in writing. Within the thirty (30) day period, the purchaser shall have the right to remove the grounds for acceleration specified in the notice. Acceleration shall be declared, however, unless the purchaser has paid to the seller all expenses that seller has incurred in the declaration of intention to accelerate and service of such notice, including attorney's fees incurred by the seller. Upon acceleration being declared, all sums due under this contract, including all costs and attorney's fees, shall immediately be payable in full, and purchaser shall have no right to bring the delinquencies current and reinstate the contract.

15. Condemnation. In the event of the taking of any part of the property for public use, all of the monies received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the seller may be required to expend in procuring such money.

16. Nuisance. The purchaser will not create a nuisance or commit waste on the premises.

17. Late Charges. In the event the purchaser shall be delinquent more than fifteen (15) days in making any payment, a late charge of four percent (4%) of the delinquent payment or payments shall be made. The late charge will be computed monthly on all sums which are delinquent.

18. Collection. The seller may place this contract for collection with the agent of his choice, may transfer the collection from one agent to another, and may terminate any collection, all at the seller's election.

19. Purchaser's Closing Expense. Purchaser will pay \$125.00 at closing toward closing expenses; the balance thereof will be paid by seller.

20. Miscellaneous.

(a) The present sewage disposal site evaluation expires July 10, 1981.

(b) Receipt of a copy of the Beacon Highlands survey, the road maintenance agreement and Covenants and Restrictions is acknowledged by purchaser.

(c) This lot is serviced by private roads which are not maintained by Skamania County. Any lot subdivision is subject to the restrictions of record and must comply with Skamania County private road standards.

21. Seller's Address. P.O. Box 1086  
Vancouver, Washington 98666

22. Purchaser's Address. 1243 N.E. 110th  
Portland, Oregon 97220

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 8<sup>th</sup> day of January, 1981, this 7935

SELLER:

PURCHASER:

No. \_\_\_\_\_  
**TRANSACTION EXCISE TAX**

LEWIS RIVER PROPERTIES, INC.,  
a Washington corporation,

JAN 12 1981  
Amount Paid: \$ 220.00

By [Signature]

FRANK J. BROCKER

Skamania County Treasurer  
[Signature]

By [Signature]

BARBARA O. BROCKER

STATE OF WASHINGTON )  
County of Clark ) ss.

On this day personally appeared before me [Signature] and [Signature], to me known to be the Vice President and Treasurer, respectively, of LEWIS RIVER PROPERTIES, INC., 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 the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this 8<sup>th</sup> day of January, 1981.

[Signature]  
Notary Public in and for the  
State of Washington, residing  
at Vancouver.

LAW OFFICES OF  
Landerholm, Hemovich,  
Lanark, Whitlides, Mars,  
Wilkinson & Klossner, Inc., P.A.  
Broadway at Evergreen, Suite 403  
P.O. Box 1056  
Vancouver, Washington 98668  
(206) 695-3312

EXHIBIT "A"

The following described real estate situated in Skamania County, Washington.

A tract of land located in Section(s) 26 and 27, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

Tract No. 8 according to survey designated Beacon Highlands recorded in Book 1 of Surveys at page 257, under Auditor's File No. 91239, recorded September 12, 1980, records of Skamania County, Washington.

Together with a 60 feet easement for ingress, egress and utilities over and across that roadway designated Easement "A", Easement "B" and Easement "F" as set forth on survey recorded September 12, 1980 in Book 1 of Surveys at page 257, under Auditor's File No. 91239, records of Skamania County, Washington.

Subject to a 60 foot non-exclusive easement for ingress, egress and utilities over and across that roadway designated as Easement "B" and Easement "D" as set forth on survey recorded September 12, 1980 in Book 1 of Survey at page 257, Auditor's File No. 91239 records of Skamania County, Washington. Easement "B" is for the benefit of Beacon Highlands and other land retained by seller's in the South half of Section 27, Township 2 North, Range 6 East of the Willamette Meridian.

Subject to a Declaration of Road Maintenance Agreement recorded in Book 6 of Agreements and Leases at page 383, under Auditor's File No. 91240, recorded September 15, 1980, records of Skamania County, Washington, to which reference is hereby made for full particulars. (Affects all Lots in Beacon Highlands).

Subject to a Declaration of Covenants and Restrictions for Beacon Highlands recorded in Book 78 of Deeds, page 688, under Auditor's File No. 91241, recorded September 12, 1980, records of Skamania County, Washington, to which reference is hereby made for full particulars. (Affects all lots in Beacon Highlands).

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