BOOK 79 PAGE 357

REAL ESTATE CONTRACT
(FORM A-1984)

3/26/84

THIS CONTRACT, made and entered into this 30TH day of MARCH, 1981

between WAYNE ARNOLD AND DOLORES ARNOLD, HUSBAND AND WIFE,

hereinafter called the "seller," and JEFFREY M. TANASSE, A SINGLE MAN;

hereinafter called the "purchaser,"

WITNESSETH: That 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, in SKAMANIA County, State of Washington:

SEE ATTACHED LEGAL DESCRIPTION.

APR 1981
RECEIVED
SKAMANIA COUNTY
ASSESSOR

No. 8417
REAL ESTATE EXCISE TAX
APR 1981
Amount Paid $ 134.50 +
Skamania County Treasurer
By

The terms and conditions of this contract are as follows: The purchase price is THIRTY NINE THOUSAND NINE HUNDRED AND FIFTY DOLLARS AND NO/100---------- $ 39,950.00 Dollars, of which ONE THOUSAND DOLLARS AND NO/100---------- $ 1,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

SEE ATTACHED FOR ADDITIONAL TERMS.

$ Dollars, or more at purchaser's option, on or before the day of 19, and $ Dollars, or more at purchaser's option, on or before the day of each successive calendar month after the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of percent per annum from the day of which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing COLUMBIA GORGE BANK STEVENSON, WASHINGTON

Registered ☐
Indexed ☐
Indexed ☐
Recorded ☐
Mailed

"THIS CONTRACT SHALL NOT BE ASSIGNED BY PURCHASER NOR SHALL PURCHASER SELL OR OFFER TO SELL OR MORTGAGE SAID REAL PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF SELLERS"

SELLER SHALL DELIVER POSSESSION TO PURCHASER ON OR BEFORE 30 DAYS AFTER DATE OF CLOSING.

As referred to in this contract, "date of closing" shall be DATE OF RECORDING

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees until the purchase price is fully paid to keep the buildings now and hereafter placed on said real estate insured to the act of God value thereof against loss or damage by earthquake and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that no removal of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller 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.

(4) The purchaser assumes 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 agrees 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 seller and applied as payment on the purchase price hereof, unless the seller elects to allow the purchaser 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, if a proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereof.

(5) The seller has furnished, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's 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;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

Transaction in compliance with County subdivision ordinance.
Skamania County Assessor - By: [illegible]

Unofficial Copy

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty FULFILLMENT deed to said real estate, excepting any part thereof hereafter taken for public use free of encumbrances thereon and title which may accrue after date of contract through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other 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 purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, 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 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser 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 seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

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

Wayne Arnold (SEAL)
WAYNE ARNOLD (SELLER)

Dolores Arnold (SEAL)
DOLORES ARNOLD (SELLER)

Jeffrey M. Tayasse (SEAL)
JEFFREY M. TAYASSE (PURCHASER)

(SEAL)

STATE OF WASHINGTON, County of SKAMANIA } ss.

On this day personally appeared before me WAYNE ARNOLD AND DOLORES ARNOLD, HUSBAND AND WIFE,

to me known to be the individual S 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 day of MARCH, 1981

Yvonne M. White
Notary Public in and for the State of Washington residing at STEVENSON

Transaction in compliance with County sub-division ordinances, Skamania County Assessor - By: [illegible]

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON } SS
COUNTY OF SKAMANIA }
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Skamania County Title Co
AT Stevenson, Wa
AT 11:50 A M April 2 19 81
WAS RECORDED IN BOOK 79
OF Deeds AT PAGE 557
RECORDS OF SKAMANIA COUNTY, WASH.
O J Messenger
COUNTY AUDITOR
E. Mayfield DEPUTY

Unofficial Copy

BOOK 71 PAGE 507

REAL ESTATE CONTRACT EXHIBIT "A" ARNOLD-TANASSE

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

THE NORTH 209 FEET OF THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT A POINT 20 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 20; THENCE WEST 104.5 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE WEST 104.5 FEET; THENCE SOUTH 418 FEET; THENCE EAST 104.5 FEET; THENCE NORTH 418 FEET TO THE INITIAL POINT;

BEING LOT 1 OF WAYNE ARNOLD SHORT PLAT RECORDED IN BOOK 2 OF SHORT PLATS AT PAGE 193, UNDER AUDITOR'S FILE NO. 91735, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

ADDITIONAL TERMS OF SALE

THE PURCHASE PRICE OF THIRTY-NINE THOUSAND NINE HUNDRED AND FIFTY AND NO/100 ($39,950.00) DOLLARS SHALL BE PAID AS FOLLOWS:

$3,000.00 OR MORE AT PURCHASER'S OPTION, PAYMENT ON APRIL 16, 1981, FROM WHICH ACCRUED INTEREST AT THE RATE SET FORTH BELOW SHALL BE DEDUCTED AND THE BALANCE APPLIED TO REDUCE THE PRINCIPAL, THEN A MONTHLY PAYMENT OF FOUR HUNDRED TWENTY-EIGHT DOLLARS AND 83/100 ($428.83), OR MORE, AT PURCHASER'S OPTION, ON MAY 16, 1981 FROM WHICH ACCRUED INTEREST TO THAT DATE SHALL FIRST BE DEDUCTED AND THE BALANCE APPLIED TO REDUCE THE THEN PRINCIPAL BALANCE, THEN $1,000.00, OR MORE AT PURCHASER'S OPTION, PAYMENT ON JUNE 16, 1981, FROM WHICH THE TEN ACCRUED INTEREST SHALL FIRST BE DEDUCTED AND THE BALANCE APPLIED TO REDUCE THE THEN PRINCIPAL BALANCE, THEN PAYMENTS OF FOUR HUNDRED TWENTY-EIGHT DOLLARS AND 83/100 ($428.83), OR MORE, AT PURCHASER'S OPTION, ON THE 16TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL THE TOTAL PURCHASE PRICE PLUS INTEREST SHALL HAVE BEEN FULLY PAID. INTEREST SHALL BE TWELVE PERCENT (12%) PER ANNUM FROM THE DATE OF THE REAL ESTATE CONTRACT, WHICH INTEREST SHALL BE DEDUCTED FROM EACH INSTALLMENT PAYMENT CALLED FOR HEREIN, AND THE BALANCE OF EACH PAYMENT APPLIED IN REDUCTION OF PRINCIPAL.

"THE INTEREST AS PROVIDED FOR HEREIN SHALL BE ADJUSTED UPWARD SHOULD THE WASHINGTON STATE LEGISLATURE AMEND THE USURY STATUTE TO ALLOW FOR MORE THAN 12% PER ANNUM INTEREST BETWEEN PRIVATE PARTIES. SELLERS AND PURCHASER OR ASSIGNS OF PURCHASER, AGREE TO EXECUTE AN AMENDED CONTRACT TO REFLECT SAID INTEREST ADJUSTMENT. SAID INTEREST ADJUSTMENT WILL NOT EXCEED THAT IF MONTHLY PAYMENTS AS REQUIRED IN THIS CONTRACT DO NOT EXCEED THE NOW ACCRUING INTEREST AS ADJUSTED, PURCHASER OR ASSIGNS AGREE TO PAY A HIGHER MONTHLY PAYMENT AS NECESSARY TO PAY MONTHLY ACCRUING INTEREST AND TO REDUCE THE PRINCIPAL BALANCE AFTER DEDUCTING ADJUSTED INTEREST EACH MONTH BY NO LESS THAN $10.00 PER MONTH."

IN THE EVENT PURCHASER FAILS TO MAKE PAYMENTS ON THE DATES PROVIDED FOR IN THIS CONTRACT, SELLER, AT SELLERS' OPTION, MAY DECLARE THE PRINCIPAL BALANCE OF SAID CONTRACT, PLUS THEN ACCRUED INTEREST, IMMEDIATELY DUE AND PAYABLE ALL OTHER REMEDIES ARE IN ADDITION TO THIS OPTION OF ACCELERATION BY SELLER.

THERE IS INCLUDED IN THE SALE OF SAID REAL PROPERTY A 24' x 40' STONERIDGE MOBILE HOME, VALUED AT $27,000.00, WHICH VALUE IS A PORTION OF THE PURCHASE PRICE HEREUNDER. (ALSO INCLUDED REFRIGERATOR, STOVE AND DISHWASHER)

THE PURCHASER ACKNOWLEDGES THERE IS AN APPROXIMATE BALANCE OF $7,500.00 NOTE AGAINST THE TITLE TO THE STONERIDGE MOBILE HOME INCLUDED IN THE SALE, WHICH IS HELD BY COLUMBIA GORGE BANK.

Wayne Arnold
Helen Arnold

Jeffrey M. Tanasse

SELLER

PURCHASER

Official Document