

94112

BOOK 81



REAL ESTATE CONTRACT

SK 106-30
2-4-82

THIS REAL ESTATE CONTRACT made this day between MARK BROMLEY and JACLINE A. BROMLEY, husband and wife, hereinafter called "Sellers", and STEVEN ZIOLKOWSKI, a single man, hereinafter called "Buyers",

WITNESSETH:

Section 1. DESCRIPTION OF PROPERTY CONTRACTED TO BE SOLD:

In consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyer and the Buyer agrees to purchase from the Sellers, the following described real estate in Skamania County, Washington, to-wit:

All that portion of the Southeast quarter of the Southwest quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, lying Northeasterly of the centerline of County Road No. 1018, designated as Kueffler Road.

Section 2. PURCHASE PRICE AND PAYMENTS:

The purchase price for said real estate is the sum of TWENTY-THREE THOUSAND and no/100 DOLLARS (\$23,000.00) of which the Buyer has this day paid the sum of \$5,000.00 as down payment, receipt of which is hereby acknowledged by the Sellers. The balance of \$18,000.00 shall be paid in monthly installments as follows:

\$250.00, or more, at Buyer's option, on or before the 1st day of June, 1982, and \$250.00, or more, at Buyer's option, on or before the 1st day of each month thereafter until the full balance of principal and interest has been paid. All payments shall include interest on the unpaid balance from time to time at the rate of eleven (11%) percent per annum computed from the date of closing, and continuing until said balance of principal and interest has been paid in full.

Buyer reserves the right to pay the balance on this Contract in full at any time without penalty. Sellers agree to establish and maintain a collection account with a financial institution in the State of Washington and all payments called for by this Contract shall be made into said collection account.

Section 3. POSSESSION: Buyer shall be entitled to possession of the premises contracted to be purchased from and after the date of closing and during his full and proper performance of the provisions of this Contract.

Section 4. ADVANCES: It is understood and agreed that in the event the Buyer fails or neglects or refuses to pay any taxes, assessments, insurance premiums or any other lawful charge against said property, the Sellers may pay same and such sums as may be so paid shall be secured by this Contract and the said sums shall be repaid by the Buyer to the Sellers with interest thereon from each respective date of advancement until repaid at the rate of twelve (12%) percent per annum payable to the Sellers semi-annually.

Section 5. PREPAID TAXES AND FIRE INSURANCE: The 1982 real estate taxes and all prepaid fire insurance shall be pro-rated between Buyer and Sellers as of the date of closing. Should Buyer

This document is a true and correct copy of the original as recorded in the Skamania County records.

elect to procure new fire insurance, Sellers shall be entitled to the premium refund on any existing policy.

Section 6. BUYERS' COVENANTS: Buyers covenant and agree as follows:

(a) To make the payments above mentioned in the manner and on the dates named.

(b) To keep the buildings on the premises constantly insured against loss by fire with extended coverage, to the extent of the full insurable value thereof with loss payable to Sellers and Buyers as their respective interests may appear, and upon demand to deliver said policies to Sellers. Said insurance shall carry a replacement value endorsement.

(c) To pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property or the improvement thereon by fire, or from any other cause.

(d) To make or permit no unlawful or offensive or improper use of said property or any part thereof.

(e) To keep the said property at all times in as good condition as the same now is, reasonable wear and tear excepted.

(f) To permit the Sellers or their agents to enter into or upon the said property at any reasonable time to inspect the same.

(g) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind, which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyers in this Contract.

(h) Not to permit or suffer any part of said property to become subject to any assessment, lien, charge or encumbrances whatsoever having or taking precedence over the rights of the Sellers in and to the said property.

(k) Not to remove the buildings or other improvements, without the written consent of the Sellers, nor to permit any waste, destruction or damage thereto.

Section 7. DEED AND TITLE INSURANCE: Sellers agree to execute and deliver to Buyers within thirty (30) days after final payment on this Contract a Warranty Deed conveying said property to the Buyers free and clear from all encumbrances except those mentioned herein.

Sellers are at this time procuring and delivering to Buyers a Purchasers Policy of Title Insurance showing their title to be free and clear of all encumbrances, except those mentioned herein as of the date of this Contract. It is agreed that Sellers shall have no obligation to give further proof of their title.

Sellers and Buyers recognize that the premises contracted to be sold are presently being purchased by Sellers on a Real Estate Contract from Larry M. Baxter. Sellers covenant and agree to make the monthly installment payments required by said Real Estate Contract and to, in all ways, keep said Real Estate Contract in good standing to the end that at the time Sellers are obligated to convey said premises to Buyers as above provided, said Real Estate Contract shall have been paid in full and a conveyance from the said Larry M. Baxter shall have been recorded in the office of the Auditor of Skamania County. Should Sellers fail to pay any installment owing on said Real Estate Contract, it is agreed that Buyers may pay any such installment, and shall receive credit for any payment so made on the payment or payments next coming due on this Contract.

Section 8. CHANGE IN TITLE OR OCCUPANCY: The rights to purchase granted by this Real Estate Contract are personal to the

BOOK 81 PAGE 170

Purchaser and Sellers' reliance upon Purchaser's 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 Purchaser make or enter into any Contract for the sale of the property or any interest therein, without the prior written consent of the Sellers. Any attempt at assignment and transfer of Purchaser in violation of the foregoing provisions may, at Sellers' option, be deemed a default by Purchaser and Sellers may declare the remaining contract balance, accrued interest and other sums owing by Purchaser to Sellers hereunder, immediately due and payable. Sellers agree not to unreasonably withhold their consent to any proposed assignment or contract to sell to any reasonably financially responsible person.

Section 9. FORFEITURE: Time is of the essence of this Contract and if the Buyers shall fail, refuse or neglect to pay either, or any of the installments or interest, or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this Contract null and void; and if the Buyers shall fail to make good such default within thirty (30) days after the Sellers shall have served a written Notice of Intention to Declare Contract Forfeited by delivering said notice to the Buyers or mailing same by registered mail to said Buyers at their last known address or the address given on this Contract, at the Sellers' option, then and in that event all of the Buyers' rights under this Contract shall immediately and utterly cease and determine and the property described herein shall revert to and re-vest in the Sellers without further action on the part of the Sellers and without any right of the Buyers to reclamation or compensation for money paid or for improvements made on said premises, as full, perfectly and absolutely as if this Agreement had never been made and all money theretofore paid to Sellers under this Contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Sellers in full satisfaction of all claims as accrued and reasonable rent of said property from this date to the time of such forfeiture and as the liquidated damages to the Sellers for the Buyers' failure to complete this Contract.

Section 10. OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

It is agreed that any such action is an action arising on Contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

Section 11. COURT COSTS AND ATTORNEYS' FEES: In any action by the Sellers to procure an adjudication of the termination of Buyers' rights under this Contract or to recover any intermediate overdue installments or any advances repayable to Sellers, or in any action to recover the unpaid balance on this Contract or to enforce any other rights of Sellers hereunder. Buyers agree to pay the expenses of searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fees.

Section 12. REPRESENTATIONS: Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements

Real Estate Contract:

-4-

BOOK 21 PAGE 191

or warranties, expressed or implied shall be binding on the Sellers unless expressly contained herein. Buyers expressly acknowledge that they have placed no reliance whatever upon any representations not expressed in this Contract.

13. WAIVER: No assent, expressed or implied, by Sellers to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 4th day of March, 1982.

SELLERS

BUYERS

STATE OF California ss.
COUNTY OF Los Angeles

On this day personally appeared before me MARK E. BROMLEY and JACLINE A. BROMLEY, 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 purpose therein mentioned.

GIVEN Under my hand and official seal this 4th day of March, 1982.

Notary Public in and for the State of
Residing at 11111 1st St. N. #111

My Commission Expires: 1-11-84