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BOOK 82 PAGE 495

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND, made and entered into this 24 day of June, 1983, by and between GEORGE W. JEAN and BILLIE B. JEAN, husband and wife, of 1916 Valdez Avenue, Belmont, California 94002, hereinafter designated as "Seller", and BARBARA A. KLINGER, a married woman as her separate estate, of 725 South 32nd Street, Washougal, Washington 98671, hereinafter designated as "Purchaser",

WITNESSETH:

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase of the Seller, the real estate hereinafter described.

1. DESCRIPTION OF REAL ESTATE: The land herein conveyed is situate in the County of Skamania, State of Washington, legal description of which is attached hereto as Exhibit A, and incorporated herein as though set forth at length.

2. PRICE AND PAYMENT: The purchase price of the said real property is the sum of \$50,000.00, of which \$5,000.00 shall be paid as a down payment, the receipt of \$2,000.00 of which is hereby acknowledged, leaving a balance of \$45,000.00 to be paid on the contract. The balance of the down payment, \$3,000.00 shall be paid on or before January 10, 1984, no interest to accrue on this down payment. The balance of the real estate contract shall be paid in the following manner:



The sum of \$393.75 per month commencing the first day of August, 1983, and continuing in a like amount on the first day of each month thereafter through June, 1985.

Commencing July 1, 1985, payments shall be increased to \$449.28 or more at Purchaser's option, on or before the first day of each succeeding calendar month until 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 10.5% per annum from the first day of July, 1983, 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 at Riverview Savings and Loan, Washougal, Washington, where a collection account shall



Registered ☒
 Indexed Dir. ☒
 Indirect ☒
 Approved ☒

be established. Seller shall pay the cost of establishing the collection account with Riverview Savings and Loan, including any monthly service fees that may be incurred in regards to said account.

3. DEED AND TITLE INSURANCE: The title to the real property herein described shall remain in the Seller until the purchase price together with interest thereon has been paid in full. Upon full payment of the purchase price and interest as herein provided, the Seller shall execute a Statutory Warranty Deed, conveying the premises heretofore described to Purchaser, free and clear of any liens and encumbrances except as set forth in this contract; provided that Seller shall not warrant against any encumbrances or liens placed against said premises by Purchaser, or suffered or permitted by and through Purchaser.

Seller agrees that within fifteen days from the date hereof, he will provide the Purchaser with a property title insurance policy showing marketable title of record in the Purchaser, subject only to the contract right of the Seller, said policy being what is known as a "Purchaser's Policy".

4. TAXES: The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be assessed against said property, and become a lien on said real estate.

5. FIRE INSURANCE AND ASSUMPTION OF RISK: Purchaser shall keep all buildings and improvements upon the premises herein conveyed insured to a minimum value of \$50,000.00, with a good and reliable insurance company suitable to the Seller, with loss, if any, payable to the Seller as his interest may appear. A copy of said policy shall be delivered to the Seller upon request.

The Purchaser assumes all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; and no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the Seller by reason thereof shall be applied as a payment on the purchase price of the property, less any sums of money which the Seller may be required to expend in procuring such money, or at

the election of the Seller, to rebuilding or restoration of such improvements.

6. WASTE AND ALTERATIONS: Purchaser agrees not to make any alteration or improvement on the property without the written consent of the Seller being first obtained, and further agrees to take good and proper care of the premises, and not to permit, suffer or allow strip or waste of the same.

7. INSPECTION: It is understood that the Purchaser has made a full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement, or representation be in writing and made a part of this contract.

8. ASSIGNMENT OF CONTRACT: The credit and character of Purchaser and her intended use of the property is a material consideration, inducing Seller to enter into this contract. This contract shall not be assigned, or the property sold, conveyed or rented, without the written consent of Seller having been first obtained. Any such assignment, sale, conveyance or transfer of possession shall be presumptively considered to increase the risk of Seller. To compensate for such increased risk, or changed market circumstances, Seller may increase the then effective interest rate on the outstanding balance of the contract one percentage point as a condition of granting consent to assignment, sale, conveyance or transfer of possession. Should Purchaser fail or refuse to obtain the consent of Seller, this contract shall be considered in default, and Seller may elect remedies as provided in Paragraph 10. Seller shall not unreasonably withhold consent to sale, assignment, conveyance or transfer of possession by Purchaser to a purchaser or assignee of good credit or of good moral character.

9. POSSESSION: The Purchaser shall have the right to the possession of said property on July 1, 1983; provided however, that the Purchaser shall, upon default hereunder, and upon demand of the Seller, surrender to the Seller, peaceable possession of said

premises.

10. DEFAULT CONDITIONS: Time and exact performance are of the essence of this contract and in the event of the failure of the Purchaser to make any payment or keep any covenant herein provided for, this contract may be forfeited and terminated at the option of the Seller, and Seller may re-enter and repossess the premises, retaining all of the purchase price paid and all improvements placed upon the premises as compensation for the breach of this contract. Seller may, as an alternative remedy, declare the entire principal balance immediately due and payable after failure to cure default.

In the event of default, Seller shall give a thirty-day notice of its intent to declare a forfeiture in writing to Purchaser. Within this thirty-day period, the Purchaser shall have the right to remove the grounds for forfeiture, except for a default under Paragraph 8. Purchaser shall be reinstated only upon Purchaser paying to the Seller all reasonable and necessary expenses that Seller has incurred in the service of such notice, including a reasonable attorney's fee. No waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

11. NOTICE CONDITIONS: It is agreed that service of all demands or notices with respect to this contract are to be made by certified mail with return receipt requested, directed to the Seller or the Purchaser at their last known address. The time specified in any notice shall commence to run from the date of the postmark. Failure to pick up certified mail shall not be deemed lack of notice.

12. LATE CHARGES: In the event the Purchaser shall be delinquent more than twenty (20) days in making any payment, a late charge of four percent (4%) of the delinquent payment or the sum of \$20.00 whichever is greater, shall be made. The late charge will be computed monthly on all sums delinquent.

13. RIGHTS UPON ADVANCEMENT: If Purchaser fails to make any payments to others as herein provided, Seller may make such payments and any amounts so paid by the Seller together with interest at the

rate of 10.5% 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; and further, Seller may if he so elects, add any amounts paid by Seller on Purchaser's behalf to the contract balance, such sum or sums to bear interest at 10.5% per annum until paid.

14. SELLER'S DEFAULT: 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.

15. LEGAL ACTION: In the event suit or action is brought to terminate this contract or to enforce any of the provisions hereof, the prevailing party shall be entitled to recover all costs, including title research costs, and expenses incurred in connection with said action in addition to such sum for attorney's fees as to the Court may seem just and equitable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 24th day of June, 1983.

George W. Jean
GEORGE W. JEAN, Seller

Billie B. Jean
BILLIE B. JEAN, Seller

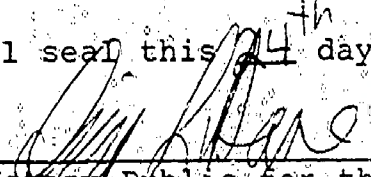
Barbara A. Klinger
BARBARA A. KLINGER, Purchaser

No. _____
TRANSMITTED EXCISE TAX
JUL 18 1983
Amount Paid \$35.00
Shropshire County Treasurer
By _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me GEORGE W. JEAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

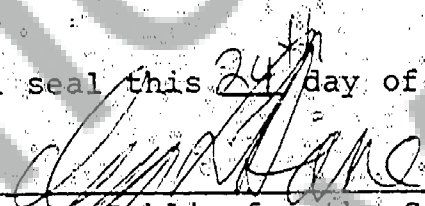
GIVEN under my hand and official seal this 24th day of June, 1983.


Notary Public for the State of
Washington, residing at Vancouver

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me BILLIE B. JEAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

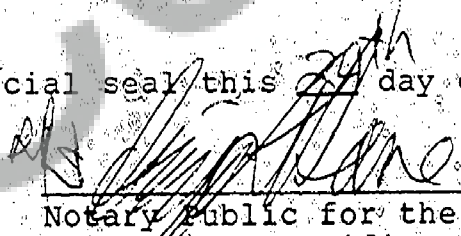
GIVEN under my hand and official seal this 24th day of June, 1983.


Notary Public for the State of
Washington residing at Vancouver

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me BARBARA A. KLINGER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of June, 1983.


Notary Public for the State of
Washington, residing at Vancouver

A tract of land situated in the South half of Section 6, Township 1 North, Range 6 East of the Willamette Meridian, described as follows

LOT 3 of Jean Short Plat, filed 8-13-81 in Book 3 of Short Plats, page 15 under Auditor's File No. 92908.

SUBJECT TO easements, restrictions and covenants of record.

TOGETHER with all buildings, currently attached plumbing, irrigation, water, heating and lighting fixtures, attached antennas, built-in antennas, bathroom accessories, shades, curtains, drapery rods, screens, storm windows, linoleum and wall-to-wall carpeting attached to said property.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY

Lee Kane

1613 Broadway, Seattle, WA.

12th 7-18-83

FILED 82

Reed PAGE 495

OF SKAMANIA COUNTY, WASH.

Harry M. Olson
COUNTY AUDITOR

E. Munsford

EXHIBIT "A"

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