

101062

BOOK 101 PAGE 21

FILED FOR RECORD
SKAMANIA CO. WASH.
BY MT. ADAMS TITLE CO

May 2 3 46 PM '86

AUDITOR
GARY M. OLSONREAL ESTATE CONTRACT1. EFFECTIVE DATE: Date of closing of this contract. (Closing May 1, '86)2. SELLERS: NORMAN W. BARGABUS and VERDA F. BARGABUS, husband and wife.3. PURCHASERS: DOUGLAS A. LAMPE and SUSAN K. LAMPE, husband and wife.4. PROPERTY SOLD: Sellers agree to sell to the Purchasers, and the Purchasers agree to purchase from the Sellers, the following described real estate, with the appurtenances thereon, situated in Skamania County, Washington:

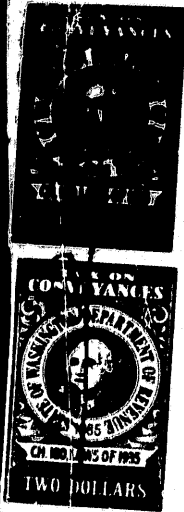
SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

5. PAYMENT TERMS: The terms and conditions of this contract are as follows:

Purchase price of the real estate shall be TWENTY-SIX THOUSAND AND NO/100 DOLLARS (\$26,000.00). The sum of Five Thousand and No/100 Dollars (\$5,000.00) is being paid down, receipt of which is hereby acknowledged, with the remaining balance of Twenty-One Thousand and No/100 Dollars (\$21,000.00), to be paid in monthly installments of Two Hundred Seventy-One and 74/100 Dollars (\$271.74) per month, with interest thereon at the rate of nine and one-half percent (9½%) per annum for a term of ten (10) years. The first monthly installment shall begin on the 1st day of June, 1986, and continuing monthly 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 an interest of nine and one-half percent (9½%) per annum commencing on the date of closing. From each payment shall first be deducted interest to date and the balance shall be applied to the principal. It is expressly understood by the parties hereto that the monthly payments are to be made in the above mentioned amount and shall not exceed said amount.

Registered	S
Indexed	S
Indirect	S
Filmed	
Mailed	

1 - REAL ESTATE CONTRACT



3-10-21-3-108
 Ordinance in compliance with County subdivision ordinances.
 Skamania County Assessor - By: K 3-10-29-3-780

NOTWITHSTANDING THE ABOVE PAYMENT PROVISIONS, THE ENTIRE PURCHASE PRICE, BOTH PRINCIPAL AND INTEREST, LATE CHARGES, ASSESSMENTS OR ANY OTHER AMOUNTS DUE TO THE SELLERS FROM THE PURCHASERS UNDER THIS CONTRACT SHALL BECOME DUE AND PAYABLE ON OR BEFORE JUNE 1, 1996.

6. FULFILLMENT DEED: That a good and sufficient warranty deed, conveying title of property to purchasers, with the usual covenants of warranty, shall be executed and placed in escrow with Rainier National Bank, White Salmon Branch, with the appropriate instructions. The deed shall be retained in escrow until Purchasers have made all payments herein required and otherwise in full compliance with the provisions of this contract and shall then be delivered to Purchasers by the escrow agent. The herein described warranty deed shall except any portions as herein included and those hereafter accrued due to any person other than the Sellers.

7. POSSESSION: The Purchasers are entitled to the physical possession on the date of closing. During the life of this contract, Purchasers shall not mine property or remove any minerals therefrom or enter into any mineral or oil and gas lease respecting the property, without the prior written consent of the Sellers. Existing fruit trees and 1986 crop are to remain sellers' property until harvested. Purchasers shall not cause or permit waste in any form on the property.

Any violation of the foregoing provisions may, at the option of the Sellers, be deemed a breach of this contract for which Sellers shall have such remedy as may be appropriate in law or equity.

8. PRORATED ITEMS: The following items will be prorated between the Sellers and the Purchasers as of the date of closing:

(a) Real Estate Taxes

9. FUTURE TAXES AND ASSESSMENTS ON SAID PROPERTY: The purchasers agree to pay before delinquency all taxes and assessments which may, as between sellers and purchasers, hereafter

become a lien on the real estate.

10. ACCEPTANCE OF PREMISES: The Purchasers agree that a full inspection of the premises has been made. The Sellers shall not be liable under any agreement with respect to (a) condition of the premises; (b) any service, installation, maintenance or construction charges for sewer, water, electricity or (c) conditions as to zoning or platting, except as herein provided.

11. TITLE INSURANCE: The Sellers agree to procure within fifteen (15) days from date of contract a Purchaser's policy of title insurance in the standard form, insuring the purchasers to the full extent of the purchase price against loss or damage by reason of defect in the record title of the sellers to the real estate herein described or by reason of prior liens or encumbrances not assumed by the purchasers in this contract.

12. GENERAL ADVANCEMENTS BY SELLERS: In case the purchasers fail 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 Nine and one-half percent (9½) per annum thereon from sellers' demand shall be added to the amount owed to the sellers by purchasers. This is all without prejudice to any other rights the seller might have by reason of such default.

13. DEFAULT PROVISIONS:

(a) Right to Collect Payments: Sellers may elect to bring an action on any overdue installment or on any payment or payments made by sellers and repayable by purchasers. 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 sellers of any default on the part of the purchasers shall be construed as a waiver of any subsequent default. In the event purchasers shall fail to comply with any con-

dition hereof or to make any payment required, the sellers may elect to declare all of purchasers' rights hereunder terminated. Upon his doing so, all payments made by the purchasers and all improvements placed on the real estate shall be forfeited to the sellers as liquidated damages and the sellers shall have the right to re-enter and take possession of the property. A thirty (30) day notice of an intent to declare a forfeiture shall be made by the sellers in writing. Within the thirty day period, the purchasers shall have the right to remove the grounds for forfeiture specified in the notice. Purchasers shall not be reinstated, however, until the purchasers have paid to the sellers all expenses that sellers have incurred in the declaration and service of such notice, including reasonable attorneys fees incurred by the Seller.

(c) Attorneys fees:

1. If this contract or any obligation contained in it is referred to an attorney for collection or realization, purchasers agrees to pay Sellers' attorneys 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 parties attorney's fees, together with all costs and expenses incurred in connection of such action, including the costs of searching records to determine the condition of title.

(d) Notice Provisions: Service of all demands or notices pursuant to this contract may be made by Certified Mail and regular mail, postage prepaid, directly to the purchasers or sellers at their address stated below. The time specified in any notice shall commence to run with the date of the postmark.

14. CONDEMNATION: In the event of the taking of any part of the property for public use, all 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.

15. CONSENT OF ASSIGNMENT: It is agreed that no assignment of this contract or sale of the property, or any part thereof, by the purchasers, shall be valid unless the sellers herein have first consented thereto in writing, which consent shall not be unreasonably withheld, and, further, that said assignment or sale shall not be valid unless the same shall be made in a proper legal manner and attached to each copy of this contract; that any such assignment without complying with the terms of this contract shall be null and void and of no legal force and effect. Consent by the sellers herein to the sale or assignment in one instance does not waive the requirement of the purchasers, or his successors in interest, to obtain the sellers' consent as to any further assignment or sales of the property as long as this contract is in force.

16. NUISANCE: The purchasers will not create a nuisance on the premises.

17. LATE CHARGES: In the event the purchasers shall be delinquent more than ten (10) days in making any payment, a late charge of ten percent (10%) of the delinquent payment or payments shall be made. The late charge will be computed monthly on all sums which are delinquent.

18. ADDRESSES:

(a) Sellers' address: P.O. Box 44
White Salmon, WA 98672

(b) Purchasers' address: SR2, Box 125A,
Underwood, WA 98651

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 30th day of April, 1986.

Norman W. Bargabus
NORMAN W. BARGABUS

Douglas A. Lampe
DOUGLAS A. LAMPE

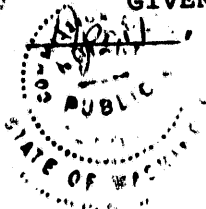
Verda F. Bargabus
VERDA F. BARGABUS

Susan K. Lampe
SUSAN K. LAMPE

STATE OF WASHINGTON)
COUNTY OF Klickitat)^{ss}

On this day personally appeared before me NORMAN W. BARGABUS and VERDA F. BARGABUS, to be known to be the individuals described in and who executed the foregoing instrument and acknowledged that they executed 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 30th day of April, 1986.

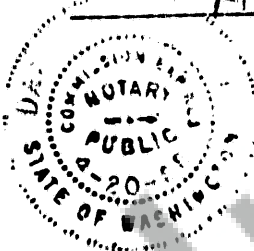


Norman W. Bargabus
Notary Public for Washington
Residing at 20140 Salmon

STATE OF WASHINGTON)
COUNTY OF Klickitat)^{ss}

On this day personally appeared before me DOUGLAS A. LAMPE and SUSAN K. LAMPE, to be known to be the individuals described in and who executed the foregoing instrument and acknowledged that they executed 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 30th day of April, 1986.



Douglas A. Lampe
Notary Public for Washington
Residing at 20140 Salmon

10741

REAL ESTATE EXCISE TAX
MAY 2 1986

PAID \$278.20
Beverly J. Sullivan
SKAMANIA COUNTY TREASURER

EXHIBIT "A"

A tract of land lying Southerly of the county road known and designated as the Underwood-Willard Highway and located in the East half of the Northeast quarter of the Southwest quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of the East half of the Northeast quarter of the Southwest quarter of the said Section 21, which is 20 feet South and 15 feet West of the intersection of the County road known and designated as the Kramer Road and the said Underwood-Willard Highway; thence following the Southerly line of said Underwood-Willard Highway South $50^{\circ} 53'$ West 355.3 feet; thence South $30^{\circ} 12'$ East 556.3 feet to intersection with the East line of the East half of the Northeast quarter of the Southwest quarter of said Section 21; thence North 701.2 feet to the point of beginning; EXCEPT therefrom the following described parcel reserved for road and access purposes: Beginning at the Westerly corner of the above described tract, said point being on the southerly right of way line of the said Underwood-Willard Highway; thence North $50^{\circ} 53'$ East 45 feet to the initial point of the excepted parcel; thence South $50^{\circ} 53'$ West 45 feet; thence South $30^{\circ} 12'$ East 21 feet; thence in a Northeasterly direction 52.3 feet to the initial point.