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BOOK 131 PAGE 45

WHEN RECORDED RETURN TO:
Robert K. Beebe
MP 0.23 Marty Road
Stevenson, WA 98648

Registered
Indexed *10*
Abstract
Filed *10/28/92*
Mailed

SEP 20 1992
Robert Beebe

GARY H. OLSON

REAL ESTATE CONTRACT

1. **PARTIES AND DATE:** This contract is entered into on the 28th day of September, 1992, between DORRIS N. ROSANDER, widow, as SELLER and ROBERT K. BEEBE and CLAUDIA L. BEEBE, husband and wife, as PURCHASER.

2. **SALE AND LEGAL DESCRIPTION:** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Skamania County, Washington:

The North half of the following described tract: The West 1,585 feet of the South half of the South Half of the Northwest Quarter of Section 23, Township 3 North, Range 8 East Willamette Meridian; Except the West 1,186 feet thereof, said tract containing 3.0 acres more or less; TOGETHER WITH all water rights that the sellers may have.

3. (a) **PRICE:** Purchaser agrees to pay:

Total Purchase Price	\$ 50,000.00
Less Down Payment	\$ 5,000.00
Results in Amount Financed by Seller.	\$ 45,000.00

(b) **PAYMENT OF AMOUNT FINANCED BY SELLER:** Purchaser agrees to pay the sum of Forty Five Thousand and 00/100 Dollars (\$ 45,000.00) as follows:

\$ 45,000.00 on or before the 1st day of May, 1993. The outstanding balance of the purchase price shall at all times bear daily interest at the rate of ten percent (10%) per annum from the 1st day of August, 1992.

Payment shall be made at: Rt. 1, Box 108-A, Stevenson, WA 98648.

4. **OTHER ENCUMBRANCES AGAINST PROPERTY:** The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations:

NONE, except those as listed in Paragraph 2 hereof.

5. **FULFILLMENT DEED:** Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract, by, through or under persons other than the Seller herein.

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REAL ESTATE EXCISE TAX

SEP 29 1992

FEE 640.00

JW
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
By *JB* Parcel # 3-6-27-00-900

6. **POSSESSION:** Purchaser is entitled to possession of the property from and after the date of this Contract, or August 1, 1992, whichever is later, subject to any tenencies described in Paragraph 4.

7. **TAXES, ASSESSMENTS AND UTILITY LIENS:** Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchaser agrees to pay when due any utility charges which may become liens superior to the Seller's interest under this Contract.

8. **INSURANCE:** Seller and Purchaser agree that no insurance is required on any structure on the property described herein.

9. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS:** If Purchaser fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Purchaser shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

10. **CONDITION OF PROPERTY:** Purchaser accepts the property in its present condition and acknowledges that Seller, her agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.

11. **RISK OF LOSS:** Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.

12. **WASTE:** Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

13. **CONDEMNATION:** Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser may within thirty (30) days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

14. **DEFAULT:** If the purchaser fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) Suit for installments. Sue for any delinquent periodic payment; or

(b) Specific Performance. Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or

(c) **Forfeit Purchaser's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) The Purchaser's rights under the Contract shall be canceled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made shall belong to the Seller; and (v) Purchaser shall be required to surrender possession of the property and improvements to the Seller ten (10) days after the forfeiture.

15. **PURCHASER'S REMEDY FOR SELLER'S DEFAULT:** If Seller fails to observe or perform any term, covenant or condition of this Contract, Purchaser may, after thirty (30) days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

16. **NON-WAIVER:** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

17. **ATTORNEY'S FEES AND COSTS:** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.

18. **NOTICES:** Notices shall be either personally served or shall be sent certified mail, return receipt requested by regular first class mail to Purchaser at MP.23 Marty Rd. Stevenson, Wa 98648, and to Seller at Rt.1, Box 108-A, Stevenson, WA 98648, or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

19. **TIME FOR PERFORMANCE:** Time is of the essence in performance of any obligations pursuant to this Contract.

20. **SUCCESSORS AND ASSIGNS:** Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and Buyer.

21. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER:

Doris N. Rosander

PURCHASER:

Robert K Beebe

Claudia L. Beebe

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that DORRIS N. ROSANDER signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 28th day of September, 1992.

Joseph J. Lueders
Notary Public for Washington
My commission expires 9-28-93

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that ROBERT K. BEEBE and CLAUDIA L. BEEBE, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 28th day of September, 1992.

Joseph J. Lueders
Notary Public for Washington
My commission expires 9-28-93