

116094

BOOK 134 PAGE 838

Until a change is requested all tax statements shall be sent to the following address:

Anita Salazar

SE TR 17717

CONTRACT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made this 15 day of April, 1993, between Eula M. Dibble, who took title as Eula May Byers, hereinafter called Seller, and Anita Salazar, hereinafter called Buyer.

W I T N E S S E T H

That in consideration of the covenants herein contained and the payment to be made hereinafter set forth, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this contract, that certain real property situated in Skamania County, Washington, described as follows:

A Tract of land in the Southeast Quarter of the Northwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the DOWNER'S SHORT PLAT recorded in Book 2 of Short Plats, page 68, Skamania County Records.

1. Price. The purchase price of the property which Buyer agrees to pay Seller shall be Sixty Thousand and no/100 Dollars (\$60,000.00), and shall be payable as follows:

(a) \$8,000.00 in cash to be paid at closing, the receipt of which is hereby acknowledged.

(b) Thereafter, Buyer shall make monthly payments of not less than \$390.00 each, which the parties agree is interest only. The first payment shall be made on the 1st day of May, 1993, with a like payment on the 1st day of each month thereafter until May, 1994. On that date and on each May 1 thereafter the amount of the monthly payment shall be reduced to the amount necessary to pay interest only on the remaining balance due on the contract.

(c) On each anniversary of this contract, Buyer shall pay the sum of \$10,000.00 toward the principal balance due, until May 1, 1998, when the entire balance shall be paid in full.

(d) Interest will accrue on the deferred balance of the purchase price at the rate of nine percent (9%) per annum beginning on the date of this contract, will be included in each monthly payment above prescribed, and will be brought current with each payment.

(e) All, or any portion, of the purchase price may be paid at any time, without penalty.

2. Possession. Buyer will be entitled to possession of the property on the recording of the contract plus one day, and may

1 - Contract for Sale
of Real Property

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REAL ESTATE EXCISE TAX

APR 26 1993

PAID 748.00

SKAMANIA COUNTY TREASURER

RECORDED BY: J. L. PARSONS 2-6-28-704

retain the possession as long as there is no default under the terms of this contract.

3. Deed. Upon payment of the balance of the purchase price for the property as provided herein and performance by the Buyer of all of the other terms, conditions and provisions hereof, Seller shall forthwith execute and deliver to Buyer a good and sufficient deed conveying the property listed above free and clear of all liens and encumbrances, except those usual restrictions, if any, and except any liens or encumbrances created by Buyer.

4. Taxes. All taxes levied against the above described property for the current tax year are to be pro-rated between the parties at the time of possession. Buyer agrees to pay when due all taxes which are hereafter levied against the property, and to furnish Seller with proof of such payment within 10 days after it is made. Buyer agrees to pay all public, municipal and statutory liens which may be hereafter lawfully imposed upon the property.

5. Waste. Buyer shall not commit or suffer any waste of the property and shall maintain the property in good condition and repair during the period between closing and transfer of title.

6. Liens. Buyer shall keep the property free from construction and all other liens during the period between closing and transfer of title and save Seller harmless therefrom. Additionally, Buyer shall reimburse Seller for all of the costs and attorney's fees incurred by Seller in defending against any such liens.

7. Insurance. Buyer shall, at its expense, insure and keep insured all buildings now or hereafter erected on the premises against loss or damage by fire, in an amount not less than the contract balance, in a company or companies satisfactory to Seller, with loss payable first to Seller and then to Buyer as their respective interests may appear, and all policies of insurance to be delivered to Seller as soon as insured. If Buyer shall fail to pay any of the liens, costs, water rents, taxes, or charges or to procure and pay for the insurance, as set out in this agreement, Seller may do so and any payments so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate of nine percent (9%) per annum, without waiver, however, of any right arising to Seller for Buyer's breach of contract.

8. Title Insurance. Seller shall furnish at Seller's expense a Purchaser's Title Insurance Policy in the amount of the purchase price within 30 days from the date of closing, insuring the Buyer against loss or damages sustained by reason of the unmarketability of Seller's title or liens or encumbrances thereon, excepting matters contained in the usual printed exceptions in such title insurance policies, and excepting the reservations, restrictions,

conditions, easements and liens now of record, which include the following:

a) The usual printed exceptions contained in the Title Insurance Policy provided to Buyer.

b) The record of title to the subject premises disclose no Manufactured Home Title Elimination Application (Form TD 420-730) for any mobile home which may be situated upon the premises. In the absence of such a recorded application, a mobile or manufactured home is personal property, not real property and will not be covered by a policy of Title Insurance. A Title Insurance policy covers only those real property rights which are subject to recording statutes. Any personal property rights or interest to a mobile home or manufactured home are not covered by the policy.

c) Rights of the Public in and to that portion lying within Road.

d) Rights of others thereto entitled in and to the continued uninterrupted flow of Duncan Creek, and rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof.

c) Any adverse claims based upon the assertion that Duncan Creek has moved.

9. Default. In the event that Buyer shall fail to make a payment within 10 days after it is due, or upon failure of Buyer to perform any other obligation contained in this contract within 30 days after notice from Seller specifying the nature of the default, and if default cannot be cured within 30 days, failure within such time to commence and pursue curative action with reasonable diligence, time of performance being of the essence, Seller shall, at its option, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity;

(b) To declare the full unpaid balance of the purchase price immediately due and payable;

(c) To specifically enforce the terms of this contract by suit in equity;

(d) To declare this contract null and void, and to enforce the right of Forfeiture, as provided by Washington law.

In any of such cases, all rights and interest created or then existing in favor of the Buyer as against the Seller hereunder shall utterly cease and the right to the possession of the premises above described and all other rights acquired by the Buyer hereunder shall revert to and revest in Seller without any act or re-entry, reclamation or compensation for monies paid on account of the purchase of the property, as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of default all payments previously made on this contract are

to be retained by and belong to Seller as the agreed and reasonable rent of the premises up to the time of such default.

10. Litigation. In case litigation is instituted, arising directly or indirectly out of this contract, the losing party shall pay to the prevailing party their reasonable attorney's fees. If an appeal is taken from any judgment or decree of the trial court, the losing party shall pay the prevailing party in the appeal their reasonable attorney's fees in such appeal.

11. Benefits. The covenants, conditions and terms of this contract shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties hereto.

12. Assignment. This contract is considered personal to the parties and shall not be assigned by Buyer without written consent from Seller. Consent by Seller to one transfer shall not constitute consent to other transfers or waiver of this section. Any attempted assignment in violation of this provision shall be void and of no effect with respect to Seller. Buyer may not sell, convey, or otherwise transfer the property that is the subject of this contract without first obtaining written consent from Seller.

13. Waiver. It is agreed by the parties that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, or shall any waiver by Seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

14. Use. Buyer warrants to and covenants with Seller that the real property described in this contract is primarily for buyer's personal, family or household purposes. Buyer accepts the land, buildings, improvements and all other aspects of the property in their present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied, unless they are in writing signed by Seller. Buyer agrees that he has ascertained, if at all, from sources other than Seller, the applicable zoning, building, housing and other regulatory ordinances and laws, and that he accepts the property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the property, and Seller has made no representations with respect thereto.

15. Statutory Disclaimer. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

16. Personal Property. The parties agree that the wood stove, refrigerator, and built-in stove are included in this sale as items of personal property. In addition, the 1976 Skyline mobile home is included in this sale as personal property, the title to which Seller shall retain until the contract is paid in full.

17. Consideration. The true and actual consideration for this transfer is \$60,000.00.

18. Miscellaneous. No timber shall be removed from the property during the term of this contract, without the prior written consent of Seller, which consent can be withheld. The mobile home shall not be sold or removed from the premises without the prior written consent of Seller, or the balance due on this contract being paid in full.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year first above written.

SELLER:

BUYER:

Eula M. Dibble
Eula M. Dibble

Anita Salazar
Anita Salazar

STATE OF WASHINGTON)
County of Skamania) ss.

On this 26 day of April, 1993, personally appeared before me the above-named Eula M. Dibble and Anita Salazar, and acknowledged the foregoing instrument to be their voluntary act and deed.

APRIL L. SYKES
Notary Public in and for the
State of Washington, residing
at 1515 1st Ave. S.E.
My commission expires: 12/31/95

Stephen C. Lewis, #75227
2460 N.E. Division
P.O. Box 1051
Gresham, OR 97030
(503) 667-5300

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. REC'D
APR 26 2 22 PM '93
GARY M. OLSON

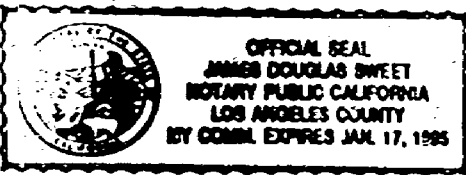
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

ND 5193

State of California
 County of Los Angeles } BOOK 134 PAGE 843
 On 15 Apr 93 before me, JAMES DOUGLAS SWEET
DATE NAME TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC

personally appeared ANITA SALAZAR
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
James Douglas Sweet
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):
Self

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT Contract for Sale R/E
 NUMBER OF PAGES 5 DATE OF DOCUMENT 15 Apr 93
 SIGNER(S) OTHER THAN NAMED ABOVE _____

Unofficial Copy