

WHEN RECORDED RETURN TO:
JOSEPH L. UDALL
ATTORNEY AT LAW
PO BOX 858
STEVENSON, WA 98648

015835

REAL ESTATE EXCISE TAX

BOOK 135 PAGE 590

APR 28 1993

END (243.20147.50) 290.70

116332 REAL ESTATE CONTRACT

SKAMANIA COUNTY TREASURER

1. **PARTIES AND DATE:** This contract is entered into on the 1st day of March, 1993, between ANDREW J. ELLENBERGER, a married person as his separate estate, residing at MP 0.19R Chesser Road, Stevenson, Washington 98648, as SELLER and BEN MARTIN, a single person, residing at MP 0.18R Chesser Road, Stevenson, Washington 98648, 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 the City of Stevenson, Skamania County, Washington:

A Tract of land in the Northeast Quarter of the Southwest Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, Described as follows:
Beginning at a point which is 469.9 feet South and 90 feet West of the center of said Section 36; thence West 220 feet to the right-of-way on the East side of Chesser Road; thence North 99 feet along said right of way line; thence East 220 feet; thence South 99 feet to the point of beginning;
TOGETHER WITH improvements thereon consisting of a 1968 Parkway 60' x 12' Mobile Home which has previously been converted to real estate.

3.(a) **PRICE:** Purchaser agrees to pay a Total Purchase Price of \$ 19,000.00 in installments as follows:

(b) **PAYMENT OF DOWN PAYMENT:** Purchaser agrees to pay the sum of:
Three Thousand Six Hundred and 00/100 Dollars (\$ 3,600.00) as follows:

\$ 300.00 , or more at Purchaser's option on or before the 1st day of March, 1993, and a like amount or more at Purchaser's option each and every month on the same day thereafter until paid in full, on February 1, 1994.

(c) **PAYMENT OF BALANCE:** Purchaser agrees to pay the sum of Fifteen Thousand Four Hundred and 00/100 Dollars (\$ 15,400.00), which is the entire balance, on or before the 1st day of March, 1994.

Payment shall be made at: MP 0.19R Chesser Road, Stevenson, Washington 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.

REAL ESTATE CONTRACT
PAGE 1 OF 5

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Glenda J. Kimmel, Skamania County Assessor
Parcel 3-2-36-1-3-1900

6. POSSESSION: Purchaser is entitled to possession of the property from and after the date of this Contract, or March 1, 1993, 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: Purchaser agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by the Purchaser plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to Seller as their interests may appear and then to Purchaser. Purchaser may within thirty (30) days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance 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 the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.
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, his 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, to wit:

Purchaser is granted the right to remove or rebuild the existing wooden storage sheds at his option, and agrees to obtain the necessary building permits as may be required for removal and/or reconstruction, and further agrees to comply with all applicable zoning regulations as may apply to said removal and/or reconstruction. 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.
 - (d) Acceleration of Balance Due. Give Purchaser written notice demanding payment if said delinquencies and payment if a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, if any, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest and late charges, if any, and reasonable attorney's fees and costs.
15. RECEIVER: If Seller has instituted any proceedings specified in Paragraph 14 and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

16. 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.
17. 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.
18. 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.
19. NOTICES: Notices shall be either personally served or shall be sent, certified mail, return receipt requested by regular first class mail to Purchaser at PO Box 782, Carson, Washington 98610 and to Seller at MP 0.19R Chesser Road, Stevenson, Washington 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.
20. TIME FOR PERFORMANCE: Time is of the essence in performance of any obligations pursuant to this Contract.
21. 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.
22. DUE ON SALE: If Purchaser, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a Purchaser's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire purchase price due and payable. If one or more of the entities comprising the Purchaser is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than three (3) years (including options for renewals), a transfer to a spouse or child of Purchaser, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this Paragraph apply to any subsequent transaction involving the property entered into by the transferee.

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23. 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 this 4th day of May, 1993.

SELLER:

Andrew J. Ellenberger
ANDREW J. ELLENBERGER

PURCHASER:

Ben Martin
BEN MARTIN

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

I certify that I know or have satisfactory evidence that ANDREW J. ELLENBERGER signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 4th day of May, 1993.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

I certify that I know or have satisfactory evidence that BEN MARTIN signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 4th day of May, 1993.



FILED FOR RECORD
SKAMANIA CO WASH
BY Joseph Udall

MAY 28 11 06 AM '93

P. Lowry
GARY H. OLSON

Carla J. Cosentino
Notary Public for Washington
My commission expires 8-20-96

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