

116728

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REAL ESTATE CONTRACT

1. THIS CONTRACT IS ENTERED INTO ON JULY 1, 1992 ^(R.B. 27) BETWEEN RUBY BOLLMEIER, A SINGLE WOMAN AS SELLER AND B. JOY LEVIN, A SINGLE WOMAN AS BUYER.

2. SELLER AGREES TO SELL TO BUYER AND BUYER AGREES TO PURCHASE FROM SELLER THE FOLLOWING DESCRIBED REAL ESTATE IN SKAMANIA COUNTY, STATE OF WASHINGTON:

APPROX. 1/3 OR 1/2 ACRE OF LOT 2, SECTION 17, TOWNSHIP 3N, RANGE 8E OF SUBDIVISION NW 1/4 NW 1/4 AS INDICATED OF SURVEY WORK ORDER #92804 OF TRANTOW SURVEYING. COPY ATTACHED.

3. NO PART OF THE PURCHASE PRICE IS ATTRIBUTED TO PERSONAL PROPERTY.

4. BUYER AGREES TO PAY: \$ 6,000.00 TOTAL PRICE
LESS (\$ 3,000.00) DOWN PAYMENT

RESULTS IN \$ 3,000.00 AMOUNT FINANCED BY

SELLER

BUYER AGREES TO PAY THE SUM OF \$3,000.00 AS FOLLOWS:
\$100.00 OR MORE AT BUYERS OPTION ON OR BEFORE THE 3RD DAY OF AUGUST, 1992 INCLUDING INTEREST FROM SAID DATE AT THE RATE OF 4% PER ANNUM ON THE DECLINING BALANCE THEREOF; AND A LIKE AMOUNT ON OR BEFORE THE 3RD DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL PAID IN FULL.

PAYMENTS ARE APPLIED FIRST TO INTEREST AND THEN TO PRINCIPAL. PAYMENTS SHALL BE MADE AT BOX 807, COARSEN, 98610 OR SUCH OTHER PLACE AS THE SELLER MAY HEREWITH INDICATE IN WRITING.

5. FULFILLMENT DEED. UPON PAYMENT OF ALL AMOUNTS DUE SELLER, SELLER AGREES TO DELIVER TO BUYER A STATUTORY WARRANTY DEED IN FULFILLMENT OF THIS CONTRACT. THE COVENANTS OF WARRANTY IN SAID DEED SHALL NOT APPLY TO ANY ENCUMBRANCES ASSUMED BY BUYER OR TO DEFECTS IN TITLE ARISING SUBSEQUENT TO THE DATE OF THIS CONTRACT BY, THROUGH OR UNDER PERSONS OTHER THAN THE SELLER HEREIN. ANY PERSONAL PROPERTY INCLUDED IN THE SALE SHALL BE INCLUDED IN THE FULFILLMENT DEED.

6. LATE CHARGES. IF ANY PAYMENT ON THE PURCHASE PRICE IS NOT MADE WITHIN FIFTEEN(15) DAYS AFTER THE DATE IT IS DUE, BUYER AGREES TO PAY A LATE CHARGE EQUAL TO 5% OF THE AMOUNT OF SUCH PAYMENT. SUCH LATE PAYMENT CHARGE SHALL BE IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO SELLER AND FIRST AMOUNTS RECEIVED FROM BUYER AFTER SUCH LATE CHARGES ARE DUE SHALL BE APPLIED TO THE LATE CHARGE.

Registered	<input checked="" type="checkbox"/>
Indexed, Dir	<input checked="" type="checkbox"/>
Indirect	<input checked="" type="checkbox"/>
Filed	<input type="checkbox"/>
Mailed	<input type="checkbox"/>

SKAMANIA COUNTY TREASURER

PAID 7-80

JUL 13 1993

REAL ESTATE EXCISE TAX

015942

Grants: J. Kimmel, Skamania County Assessor
By: J. D. Parcel # 03-08-1720-0122-00
2/3-93

7. SELLER WARRANTS THAT ENTRY INTO THE CONTRACT WILL NOT CAUSE IN ANY PRIOR ENCUMBRANCE (A) A BREACH, (B) ACCELERATED PAYMENTS, OR (C) AN INCREASED INTEREST RATE; UNLESS (A), (B) OR (C) HAS BEEN CONSENTED TO BY BUYER IN WRITING.

8. BUYER IS ENTITLED TO POSSESSION OF THE PROPERTY FROM AND AFTER THE DATE OF THIS CONTRACT.

9. BUYER AGREES TO PAY BY THE DATE DUE ALL TAXES AND ASSESSMENTS BECOMING A LIEN AGAINST THE PROPERTY AFTER THE DATE OF THIS CONTRACT. BUYER 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. BUYER AGREES TO PAY WHEN DUE ANY UTILITY CHARGES WHICH MAY BECOME LIENS SUPERIOR TO SELLER'S INTEREST UNDER THIS CONTRACT. IF REAL ESTATE TAXES AND PENALTIES ARE ASSESSED AGAINST THE PROPERTY SUBSEQUENT TO DATE OF THIS CONTRACT BECAUSE OF A CHANGE IN USE PRIOR TO THE DATE OF THIS CONTRACT OF OPEN, FARM, AGRICULTURAL OR TIMBER CLASSIFICATIONS APPROVED BY THE COUNTY OR BECAUSE OF A SENIOR CITIZEN'S DECLARATION TO DEFER PROPERTY TAXES FILED PRIOR TO THE DATE OF THIS CONTRACT. BUYER MAY DEMAND IN WRITING PAYMENT OF SUCH TAXES AND PENALTIES WITHIN 30 DAYS. IF PAYMENT IS NOT MADE, BUYER MAY PAY AND DEDUCT THE AMOUNT THEREOF PLUS 5% PENALTY FROM THE PAYMENTS NEXT BECOMING DUE SELLER UNDER THE CONTRACT.

10. IF BUYER 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 BUYER 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.

11. BUYER 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. BUYER AGREES TO MAINTAIN THE PROPERTY IN SUCH CONDITION AS COMPLIES WITH ALL APPLICABLE LAWS.

12. BUYER SHALL BEAR THE RISK OF LOSS FOR DESTRUCTION OF THE PROPERTY. ANY SUCH LOSS SHALL NOT RELIEVE BUYER FROM ANY OF BUYER'S OBLIGATIONS PURSUANT TO THIS CONTRACT.

13. IF THE BUYER FAILS TO OBSERVE OR PERFORM ANY TERM, COVENANT OR CONDITION OF THIS CONTRACT, SELLER MAY: (A) SUE FOR ANY PERIODIC PAYMENT; OR (B) SUE FOR SPECIFIC PERFORMANCE OF ANY OF BUYER'S OBLIGATIONS PURSUANT TO THIS CONTRACT; OR (C) FORFEIT THIS CONTRACT PURSUANT TO CH. 61.30RCW, 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 BUYER AND ALL PERSONS CLAIMING THROUGH THE BUYER SHALL BE

TERMINATED

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(ii) THE BUYER'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 TO AND UNHARVESTED CROPS ON THE PROPERTY SHALL BELONG TO THE SELLER: AND (v) BUYER SHALL BE REQUIRED TO SURRENDER POSSESSION OF THE PROPERTY, IMPROVEMENTS, AND UNHARVESTED CROPS TO THE SELLER 10 DAYS AFTER THE FORFEITURE.

14. IF SELLER FAILS TO OBSERVE OR PERFORM ANY TERM, COVENANT OR CONDITION OF THIS CONTRACT, BUYER MAY, AFTER 30 DAYS' WRITTEN NOTICE TO SELLER, INSTITUTE SUIT FOR DAMAGES OR SPECIFIC PERFORMANCE UNLESS THE BREACHES DESIGNATED IN SAID NOTICE ARE CURED.

14. IN THE EVENT OF ANY BREACH OF THE CONTRACT, THE PARTY RESPONSIBLE FOR THE BREACH AGREES TO PAY REASONABLE ATTORNEYS' FEES AND COSTS, INCLUDING COST OF SERVICE OF NOTICES AND TITLE SEARCHES, INCURRED BY THE OTHER PARTY. THE PREVAILING PARTY IN ANY SUIT INSTITUTED ARISING OUT OF THE CONTRACT AND IN ANY FORFEITURE PROCEEDINGS ARISING OUT OF THE CONTRACT SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN SUCH SUIT OR PROCEEDING.

15. SUBJECT TO ANY RESTRICTIONS AGAINST ASSIGNMENT, THE PROVISIONS OF THE CONTRACT SHALL BE BINDING ON THE HEIRS, SUCCESSORS AND ASSIGNS OF THE SELLER AND THE BUYER.

16. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES AND SUPERCEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, WRITTEN OR ORAL. THIS CONTRACT MAY BE AMENDED ONLY IN WRITING EXECUTED BY SELLER AND BUYER.

SELLER

Ruby Bollmeier
RUBY BOLLMEIER

BUYER

B. Joy Levin
B. JOY LEVIN

GENERAL ACKNOWLEDGMENT

NO. 201

State of Washington
County of Skamania } SS.

On this the 13th day of July 19 93, before me,

Peggy B. Lowry

the undersigned Notary Public, personally appeared

Ruby Bollmeier and B. Joy Levin

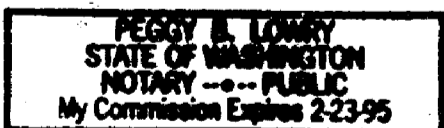
☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

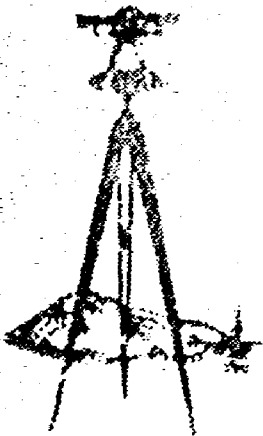
to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.

Peggy B. Lowry
Notary's Signature



TRANTOW SURVEYING



WORK ORDER

P. O. Box 287
412 W. Jefferson
Bingen, Wash. 98605
Phone (509) 493-3111
Job No. 92804

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CLIENT Wilma Hendren DATE 6/21/92
ADDRESS P.O. Box 807, Carson, WA 98610
PHONE: (HOME) 427-716- (WORK) _____ (PROPERTY OWNER (YES) (NO) _____
JOB LOCATION West and adjacent to Wind River Highway
SECTION 17 TWP 3N RGE 8E SUBDIV NW1NW1 LOT _____ BLOCK _____

Services described below will be performed for an estimate of \$600., and an advance payment of \$ NA will be required prior to the start of service.

Nature of work ordered:

Divide Lot 2 of existing short plat into two lots, and establish all corners on new lots.

Estimate based on existing corners of record.

Please indicate approximate division line on reverse-side sketch.

Property described as Lot #1, Bollmeier Short Plat, Book 3, Pg 221

FILED FOR RECORD
SKAMAHIA CO. WASH
BY *Ruby Bollmeier*

JUL 13 11 52 AM '93
P. J. Swartz
AUDITOR
GARY M. OLSON

Property markers to be set normally consist of either a 5/8" x 30" iron bar with plastic cap or a 1 1/2" x 30" galvanized iron pipe with 2 3/8" brass cap referenced by scribed witness trees. (2) copies of final map are to be provided to client. See reverse for sketch map of project.

Estimate given is based upon information furnished by client and/or records available. Conditions may be encountered which will materially affect this cost, and such work will be charged for at regular billing rates on a 'time spent' basis. Charges incurred outside this office will be included in the total cost as a direct expense.

Billings will be made monthly for the portion of work done to date. Payment shall be due within 30 days of billing unless prior written arrangements have been made.

This service shall bear interest at the rate of 1 1/2% per month on the unpaid balance, which is an annual rate of 18%, commencing 30 days from the date of billing. Minimum of \$1.00 for balance under \$65.00. Should the account be referred to an attorney for collection, the undersigned shall pay reasonable attorney's fees and collection expenses.

Iron pins set for boundary markers should not be considered as final until the final map and certification are received by client.

If this agreement meets with your approval, please sign below and return the copy to our office. Your signature will constitute acceptance of the foregoing conditions and shall be considered written notification to proceed with the specified services.

Order taken by: Terry N. Trantow, PLS *Terry Trantow* date: 6/20/92

Work authorized by: _____ date: _____
(AGENT OR OWNER)