

118214

## CONTRACT -- REAL ESTATE

BOOK 140 PAGE 154

THIS CONTRACT, Made this 10th day of November, 1993, between David R. & Linda S. Matteson (husband and wife), hereinafter called the seller, and Scott W. & Anna M. Clifford (husband and wife), hereinafter called the buyer,

WITNESSETH: That in consideration of the actual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described premises situated in Skamania County, State of Washington, to-wit:

Cabin on lot 14 (land is leased from P.P. & L) Tax Reference No. 43 10 02 00 0414 00, commonly known as 37 Northwestern Lake Rd. White Salmon, WA 98672.

Taxes shall be paid by the purchaser and a Skamania County receipt (or copy) shall be sent to the seller in a timely manner.

The fire insurance is to be purchased separate from this contract by the buyer.

Buyer may not sell, rent, lease, lien or encumber the property without written consent of seller, which consent will not be unreasonably withheld.

Seller agrees that the said above stated real estate is free of all liens except for the balance of this contract. Land is leased from P.P. & L and lease payments are in addition to payments to sellers and are to be made to P.P. & L in a timely manner.

for the sum of Twenty six thousand dollars and no/100 dollars (\$26,000.00) (hereinafter called the purchase price) on account of which One thousand and no/100 Dollars (\$1,000.00) has been paid as earnest money (the receipt of which is hereby acknowledged by the seller): The buyer agrees to pay the remainder of said purchase price (to-wit: \$25,000) to the order of the seller in monthly payments of not less than three hundred and no/100 Dollars (\$300.00) each Month payable on the 15th day of each month hereafter beginning with the month of December, 1993 and continuing for Five years (October 15, 1998) at which time the balance in total will be due and payable, an additional payment of Four thousand dollars and no/100 (\$4,000.00) is payable on February 15, 1994,. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of nine per cent per annum from November 15, 1993 until paid; interest to be paid Monthly and being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated

Linda S. & David R. Matteson  
751 Jackson St.  
Montpelier, ID 83254

Seller's Name and address  
Scott W. & Anna M. Clifford  
9108 NE 116th Ave.  
Vancouver, WA 98662

Buyer's Name and address

After recording return to :  
Linda S. & David R. Matteson  
751 Jackson St.  
Montpelier, ID 83254

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

Scott W. & Anna M. Clifford  
9108 NE 116th Ave.  
Vancouver, WA 98662

State of Washington

County of Washington

I certify that the within

instrument was received for record on the 13th day of December, 1993, at 11:47 o'clock A.M., and recorded in book/reel/volume No. 140

on page 154-6 or as fee/file/

instrument/microfilm/reception # 118214

Record of Deeds of said county.

Witness my hand and seal of

County Aff 118214 FOR RECORD

016287 SKAMANIA CO. WASH

BY Linda Matteson Title

Dec 13 11 47 AM '93

By P. Sperry

AUDITOR

GARY M. OLSON

Deputy

Registered

Indexed, Dir

Indirect

Filed

Mailed

REAL ESTATE EXCISE TAX

DEC 13 1993

PAID 932.70

Allyson

SKAMANIA COUNTY TREASURER

Gloria J. Kimmel, Skamania County Auditor  
By: J. J. Perce 43-10-02-000414

between the parties hereto as of the date of this contract and shall be in addition to the minimum monthly payments above required:

The buyer warrants to and covenants with the seller that the personal property described in this contract is primarily for buyer's personal, family, household or agricultural purposes.

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The buyer shall be entitled to possession of said lands on November 15, 1992, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or strip thereof, that he will keep said premises free from construction and all other liens and save the seller harmless therefrom and reimburse seller for all costs any attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$26,000 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and in all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

Seller agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements, restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns,

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually with 10 days of the time limited there is a late payment fee of \$30.00, and at 20 days of the time limited therefor, or failure to keep any agreement herein contained, then the seller at their option shall have the following rights: (1) to declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in equity, and 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 determine 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 said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase

of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 26,000.00.

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. It is the buyers responsibility to know the applicable laws before signing or accepting this instrument by checking with the appropriate city or county planning department to verify approved uses.

BUYER

BUYER

This instrument was acknowledged before me on the 2nd day of November 1993, by *Anna M. Clifford*

Notary Public for  
My commission expires:

*Upshington*  
6-15-93

(Seal)

SELLER

*Anna M. Clifford*  
*Notary Public for Upshington*  
*Residing in Upshington*  
*April 7-13-93*