

SCR 18272

118248

REAL ESTATE CONTRACT

BOOK 140 PAGE 245

THIS AGREEMENT, made and entered into this 1st day of November, 1993, by and between Donald L. Costello and Patricia A. Costello, husband and wife, hereinafter called the Seller, residing in the City of Seal Rock, State of Oregon, and Michael Heltborg and Jeanette Heltborg, husband and wife, hereinafter called the Purchaser, residing in the City of Washougal, State of Washington.

WITNESSETH, that the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

situated in Skamania County, State of Washington, on the following terms: the total purchase price is Thirty Two Thousand Four Hundred Dollars (\$32,400) of which the sum of Ten Thousand Dollars (\$10,000) has been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of Twenty-Two Thousand Four Hundred Dollars (\$22,400) to be paid in the amounts and at the times stated as follows:

Monthly payments of not less than \$475.94 each, payable on the first day of each month hereafter, beginning with the month of December 1993, and continuing until such purchase price is fully paid. 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 ten percent (10%) per annum from November 1, 1993 until paid; interest to be paid monthly being included in the minimum monthly payments above-required.

Purchaser shall pay to the Seller a late charge of five percent (5%) of any monthly payment not received by the Seller within fifteen (15) days after the payment is due.

It is agreed that the Purchaser shall have possession of said premises from the 1st day of November, 1993, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Purchaser covenants to pay all services, installation or construction charges for water, sewer, electricity, garbage or other utilities services furnished to said real estate after the date purchaser is entitled to possession; that Purchaser will keep said premises free from constructions and all other liens unless consented to by the Seller in writing, and save the Seller harmless therefrom and reimburse Seller for all costs and attorney's fees incurred by

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016297
REAL ESTATE EXCISE TAX

COSTELLO CONTRACT III

(11/08/93)

PAID 497.61 (414.22 + 4.15 + 22.74)

SKAMANIA COUNTY TREASURER

Registered	
Indexed, air	
Indirect	
Filmed	
Mailed	

Glenda J. Kimmel, Skamania County Assessor
By: JPB Parcel # 02-05-2700090400
12-10-93

Seller in defending against any such liens; Purchaser agrees not to use or permit the use of the premises for any illegal purposes.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of ten percent (10%) per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the Purchaser in this agreement as of the date of closing and containing no exceptions other than the following:

- A. General Exceptions appearing in said policy form;
- B. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- C. Any existing contract or contracts under which Seller is purchasing said real estate, and any mortgage or other obligation, which Seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in Seller's title.

If Seller's title to said real estate is subject to an existing contract or contracts under which Seller is purchasing said real estate, or any mortgage or other obligation in which Seller is to pay, Seller agrees to make such payments in accordance with the terms thereof, and upon default, the Purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the Seller under this contract.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller, and subject to the following:

1. Rights of the public in and to that portion lying within roads;
2. Reservations and right-of-way, including the terms and provisions thereof recorded on November 3, 1909 in Book M, Page 81. Also recorded in Book 33, Page 504;
3. Reservation for minerals, including the terms and provisions thereof in favor of Myrno A. Madden, *et. ux.*, recorded March 27, 1967 in Book 57, Page 124;
4. Reservation of minerals, including the terms and provisions thereof, in favor of Vera M. Boring, recorded November 23, 1976 in Book 71, Page 961;
5. Conditions and restrictions as shown on the recorded Short Plat;
6. Contract, including the terms and provisions thereof, between Frederick D. Morgan, a single man as seller and Donald L. Costello and Patricia A. Costello, husband and wife, as purchaser, dated December 31, 1980, recorded January 5, 1981 in Book 79, Page 168 in Auditor's File No. 91862, Skamania County Deed's Records. Excise Tax Receipt No. 7923.

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written and recorded notice to the Purchaser, and at the expiration of 90 days thereafter this agreement shall be at an end and null and void if in the meantime the terms of the agreement have not been complied with by the Purchaser. In such event and upon Seller doing so, and upon compliance with the provisions of R.C.W. 61.30, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address:

P.O. Box 208
Washougal, Washington 98671

or at such other address as the Purchaser shall indicate to the Seller or Seller's agent or attorneys in writing or which is known to the one giving notice.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

Purchaser shall not assign this contract or any interest hereunder or in the property herein described, prior to full execution of the contract, unless Seller first consents to such assignment in writing, which consent shall not be unreasonably withheld. Any attempted assignment or transfer by Purchaser in violation of the foregoing provision may at Seller's option be deemed a default by Purchaser under this contract, and Seller may pursue such remedy or remedies as may be available to Seller to material breach by Purchaser.

In case suit or action is instituted to foreclose this contract or to enforce any provisions hereof, the losing party in said suit or action agrees to pay such sums as the trial court may judge 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 the trial court, the losing party further promises to pay such sum as the appellate court shall judge reasonable as the prevailing party's attorney's fees on such appeal.

The payments called for herein are to be made to:

Mr. and Mrs. Donald Costello
636 N.W. Estate Drive
Seal Rock, Oregon 97376

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

SELLER:

PURCHASER:

Donald L. Costello
Donald L. Costello

Michael D. Heltborg
Michael Heltborg

Patricia A. Costello
Patricia A. Costello

Jeanette A. Heltborg
Jeanette Heltborg

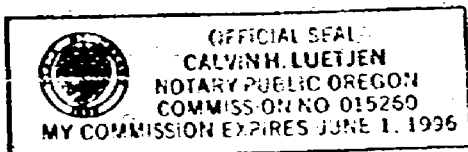
STATE OF OREGON)
County of MULTNOMAH) ss.

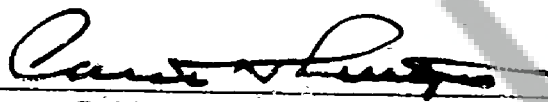
I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 8 day of November, 1993, personally appeared before me Donald L. Costello and Patricia A. Costello to me known to be the individuals described as Seller and who executed

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the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public in and for Oregon
My appointment expires: 6-1-96

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

9th I, the undersigned, a Notary Public in and for the State, do hereby certify that on this day of November, 1993, personally appeared before me Michael Heltborg and Jeanette Heltborg to me known to be the individuals described in and who executed the above assignment, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public in and for Oregon
My appointment expires: 6-1-96

AFTER RECORDING RETURN TO:

Calvin H. Luetjen
Attorney at Law
3200 U.S. Bancorp Tower
111 S.W. Fifth Avenue
Portland, Oregon 97204-3688

FILED FOR RECORD
SKAMIA CO. WASH
BY SKAMIA CO. TITLE

DEC 16 12 21 PM '93



AUDITOR
GARY M. OLSON

EXHIBIT A

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A track of land in the Northeast quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the FRED MORGAN SHORT PLAT, as recorded in Book 2 of Short Plats, Page 121, Skamania County Records

subject to:

1. Rights of the public in and to that portion lying within roads.
2. Reservations and Right of Way, including the terms and provisions thereof, recorded November 3, 1909 in Book M, Page 81.
3. Reservations for minerals, including the terms and provisions thereof, in favor of Myrno A. Madden, et. ux., recorded March 27, 1967 in Book 57, Page 124.
4. Reservations of minerals, including the terms and provisions thereof, in favor of Vera M. Boring, recorded November 23, 1976 in Book 71, Page 961.
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