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BOOK 145 PAGE 227  
FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY SKAMANIA CO. TITLE

AUG 15 2 21 PM '94

G. Olson  
AUDITOR

GARY M. OLSON

SCT 18822

**REAL ESTATE AGREEMENT**

Seller, V. Peter Tol, a single man, hereby agrees to sell and Purchaser, Richard Beckman, a single person, hereby agrees to purchase, upon the following terms and conditions, all that certain real property as hereinafter described subject only to those easements, restrictions, limitations and burdens of record as set forth on Skamania County Title Insurance Company preliminary report which purchaser agrees he has read and with which he acknowledges that he is familiar.

Further provided, that Seller shall bear the costs of and pay at closing 1994 real property taxes levied upon the property pro-rated through the date of closing however Purchaser shall take subject to and shall pay all real property taxes interest, and penalties levied thereon which may have heretofore become or which will hereafter become due by reason of any change in the special tax classification.

Further provided, that Purchaser has inspected the premises and has satisfied himself that Seller has complied with his obligation to remove all old cars and parts thereof and has given the tenant the 90 days notice of termination of tenancy as required by the earnest money agreement.

Finally, Seller acknowledges that he has agreed to the retention by the closing agency to its retention of the sum of \$5,000.00 from the down payment hereafter called for to be made as and for indemnity to Purchaser for losses and/or damages which may be reasonably incurred by the Purchaser should the tenant not vacate the premises and/or should Seller or tenant fail to remove the tenant's belongings and trash by September 25th, 1994.

**1. Real Property:** The real property subject of this agreement is situated in Skamania County, State of Washington, and more particularly described on Schedule "A" attached. The double wide mobile home shall remain with the property but the mobile home situated thereon and used as a shop is not included in this sale and may be removed by Seller if done within 10 days after closing.

**2. Price and Terms:** The total purchase price of the real

Glenda J. Kimmel, Skamania County Assessor

By: J. L. Perot 8-7-94

2/10/94

16834 REAL ESTATE EXCISE TAX

Real Estate Contract Page 1

AUG 15 1994

PAID

6,220.00

SKAMANIA COUNTY TREASURER

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property is Four Hundred Thousand (\$400,000.00) Dollars of which the sum of One Hundred Thousand (\$100,000.00) Dollars shall be paid at the time of closing including earnest money deposit of \$3,000.00. The balance of the purchase price of Three Hundred Thousand (\$300,000.00) Dollars shall be paid as follows:

Fifty Thousand Dollars on or before January 15th, 1995;

Twenty Five Thousand Dollars on or before August 15th, 1995; Twenty Five Thousand Dollars January 15th, 1996; and a like amount each six months thereafter until the entire outstanding balance of the purchase price has been paid in full. PROVIDED in no event shall seller be required to accept payments on the principal in excess of \$100,000.00 upon the principal in any one calendar year hereafter.

The outstanding balance of the purchase price shall at all times bear interest at the rate of eight (8) per cent per annum. From each payment so made shall first be deducted the interest due upon the unpaid balance and the remainder shall be applied upon the principal. Payments that are received by Seller ten (10) days or more beyond the due date shall bear a penalty of \$125.00 each in addition to all other remedies of Seller herein.

The Purchaser shall forward all payments and each party shall forward any other notices or communications of any kind in relationship to this agreement in care of each at those addresses set forth on the last page of this agreement. It shall be the responsibility of each party to advise the other of any change of address.

**3. FIRE INSURANCE** -- Purchaser agrees to keep and maintain in full force and effect at Purchaser's expense a policy of fire insurance in the full insurable value of all improvements (if any), now or hereafter situated upon the above described premises with a loss payable clause endorsed thereon directing payment of the proceeds of any loss in the names of these parties as their interests may then appear.

**4. DEED OR SECURITY RELEASE** -- Upon Purchaser's request Seller will at any time execute partial fulfillment deeds when furnished by purchaser to such lands as purchaser may select upon condition that:

a. The lands to be released are not so situate as to deny effective access to the remaining lands or otherwise in any manner substantially

0. ~~1/2~~ - CAPITAL  
GAINS

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diminish Seller's security interest; and

b. After purchaser shall have retired the principal balance below \$300,000 Purchaser shall be entitled to deed releases at the rate of one acre for each \$3,000.00 that the principal balance has been reduced from \$300,000.00; and *not to exceed 24%* *RLB*

c. That the purchaser is free of default under the terms of this contract.

In addition to the deed/security releases above called for to be given Seller shall execute any plat/zoning/building permit forms or applications beneficial to the lands upon Purchaser's request.

**5. POSSESSION;** -- Purchaser shall be entitled to possession of the property at closing unless otherwise specifically provided herein.

**6. ASSESSMENTS & TAXES;** -- Purchaser shall pay before delinquency all taxes and assessments. In the event any taxes or assessments to be paid by Purchaser are paid by Seller, Purchaser shall promptly reimburse Seller. Upon failure of Purchaser to pay any taxes or assessments, Seller may, at their option, declare a forfeiture of this contract or pay and discharge any such tax, assessment, rent or charge and any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, and bear interest at the rate of twelve (12%) per annum, and be due immediately, or Seller may, at their election, bring suit for the recovery of such sums, together with interest and attorney's fees as hereinafter provided.

**7. IMPROVEMENTS;** -- All improvements, if any, now existing, or as may hereafter be made to or placed on the property, shall become a part thereof and shall not be removed.

**8. USE OF PROPERTY;** -- Purchaser shall not make nor allow any unlawful use of the property.

**9. CONDEMNATION;** -- If the property or any part shall be taken and condemned, such taking shall not be a ground for rescission of this contract. The award made for the taking shall be deemed to be the property of Purchaser, but shall be paid to Seller to apply upon the purchase price, not exceeding any amounts then unpaid thereunder.

**10. DEED;** -- When Purchaser has fully performed this contract, Seller shall execute and deliver to Purchaser a statutory warranty deed

conveying the property free and clear of all encumbrances save and except; any and all easements, limitations, and/or restrictions of record and as may be visually apparent; those encumbrances as herein above set forth; and/or as agreed to by Purchaser. Warranties of title by Seller are limited to the date of this contract except for affirmative acts of Seller thereafter.

**11. Seller's Remedies:** In the event the Purchaser is in default under this contract, the Seller may at their election, take the following course of action:

(a) **Suit for Delinquencies:** The Seller may institute suit for any installment amount or other sums due and payable under this contract as of the date of the judgment and any sums which have been advanced by Seller as of said date pursuant to the provisions of this contract, together with interest on all of said amount at the default rate from the date each such amount was advanced or due, as the case may be, to and including the date of collection.

(b) **Acceleration:** Upon giving the Purchaser not less than fifteen (15) days written notice of its intent to do so (within which time any monetary defaults may be cured without regard to the acceleration), and if the default is in the nature a failure to timely pay any principal, interest, insurance premium, tax, assessment, or other sum of money required to be paid herein required for a conveyance of the Purchaser's title to the property, or if the Purchaser commit waste on the property, the Seller may declare the entire unpaid balance of the purchase price and all interest then due and payable and institute suit to collect such amounts, together with any sums advanced by the Seller pursuant to the provisions of this contract, and together with interest on all of said sums at the default rate from the due date or date of each such advance to and including the date of collection.

(c) **Forfeiture and Repossession:** The Seller may cancel and render void all rights, titles and interest of the Purchaser and Purchaser, her successors in this contract and in the property (including all of Purchaser's then existing rights, interest and estates therein and timber, crops and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to R.C.W. 6.30.040-070. Upon the forfeiture of this contract the



Seller may retain all payments made hereunder by the Purchaser and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Purchaser and any and all persons holding by, through or under the Purchaser who were properly given Notice of Intent to Forfeit and the Declaration of Forfeiture. In such event that Purchaser or any person or persons holding by through or under them remain in possession of the property more than ten (10) days after such forfeiture, the Purchaser, or such person or persons, shall be deemed tenants-at-will of the Seller and the Seller shall be entitled to institute an action for summary possession of the property, and may recover from the Purchaser, and/or such person or persons in any such proceedings, the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Seller's reasonable attorney's fees.

(d) Specific Performance: The Seller may institute suit to specifically enforce any of the Purchaser's covenants hereunder, and the same may include redress by mandatory or prohibitive injunction.

(e) Receivership: The parties hereto recognize and agree that in the event of default by the Purchaser in making any payments or in the performance of any of the other terms and conditions of this contract, the period of time involved in repossessing the property, forfeiting this contract, or in obtaining possession of the property by judicial process could cause irreparable damage to the Seller and to the property or the possible acceleration of the debts secured by the prior encumbrances. Therefore, the Purchaser hereby expressly agree that in the event of any default under this contract which is not cured, the Seller shall have the right to apply to the Superior Court of the county in which the real property is situated for the appointment of a receiver under Chapter 7.60 of the Revised Code of Washington (or any chapter supplemental thereto) to take charge of and maintain control of, manage, farm, or operate the property, to evict tenants therefrom who are not then in compliance with their leases, to lease any portion of all of the property in the name of the Purchaser on such terms as the receiver may deem advisable, to make such alterations, repairs and improvements to the property as the receiver may deem advisable, and to receive all rents and income that are so

received, to apply all of the debts and obligations for which the Purchaser are liable hereunder prior to or during the period of the receivership, including, without limitation, payments on or for this contract, prior encumbrances, taxes, assessments, insurance premiums, utility bills and costs of operating, maintaining, repairing and managing the property. Any sums received by the receiver in excess of said amounts shall be retained by the receiver to discharge all remaining liabilities of the Purchaser under this contract until the entirety of such obligations have been satisfied, at which point any remaining excess shall be paid to the Purchaser without interest.

(f) **Property Rental:** In the event this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchaser and the Seller, and the Purchaser shall thereafter remain in possession of the property beyond any period otherwise permitted by law, the Purchaser agree that they will occupy the property as tenants-at-will, and the Purchaser shall be obligated to pay, and hereby promise to pay, during the period of such tenancy-at-will, a fair market rental in the amount then agreed to by the parties, or, in the absence of such agreement or until such agreement is reached, in an amount equal to two (2) times the installment as and when proved for in the specific terms hereof, and the Seller shall have, in addition to all other remedies for the collection of rentals and the recovery of possession for the collection of rentals and the recovery of possession that are available to the landlords under the laws of the State of Washington, the right to institute and maintain any action for summary possession of the property as provided by law.

**12. Purchaser' REMEDIES.** In the event the Seller should default in any of its obligations under this contract and such default continues for fifteen (15) days after the Purchaser give the Seller written notice specifying the nature thereof and the acts Seller are required to cure the same, the Purchaser shall have the right to specifically enforce this contract, institute suit for its damages caused by such default, or pursue any other remedy which may be available to the Purchaser at law or in equity. If Purchaser elects to pay, or has specifically assumed any underlying obligation of Seller to third parties which is in any manner an

encumbrance against this property, then after giving the notice as above set forth, such payments may be made by Purchaser to such third party to the extent necessary to avoid a default in such encumbrance and when so made shall be credited upon the unpaid balance of the purchase price.

**13. REMEDIAL ADVANCES** -- If either party to this contract shall fail to timely pay and discharge any payments of sums for which it has agreed to be responsible herein and said failure constitutes a default under this contract, or shall by any other act or neglect violate the terms and any conditions of this contract or of any prior encumbrances, the other party hereto may pay, effect or discharge such sums as are necessary to cure such default. Upon affording the party required to make such payment not less than fifteen (15) days' prior written notice (except in any instance in which the Purchaser fail to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to person or property or any foreclosure of or a similar action against or affecting any portion of the property, in which cases such notice may be given concurrently with or immediately following such payment) the party making such payment may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including its reasonable attorneys' fees together with interest on said expenditures and fees at the default rate from the date of expenditure to and including the date of collection or the due date of any sum against which such offset is affected.

**(14) CUMULATIVE REMEDIES, WAIVERS** -- The remedies stated herein are cumulative and not mutually exclusive and the Seller or the Purchaser may pursue any other further remedies to enforce their respective rights under this contract; provided however, except as provided in his contract with respect to the Purchaser's transfer of the property, the Seller shall not have the right to accelerate the remaining balance of the purchase price in the event the Seller elect to forfeit the Purchaser's interest in the property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security or that resort must first be taken against any particular security

or any other person shall be asserted, and the Purchaser waive any legal and equitable rights that the Purchaser may have with respect to the marshaling of assets. The Seller shall not be required to tender their deed or bill of sale as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension there, shall not be considered a waiver of such party's rights to pursue any remedy hereunder for subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

**(15) COSTS & ATTORNEY'S FEES:** If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, court costs, increased costs of expert witnesses, collection agency charges, notice expenses, title search expenses, and reasonable attorneys' fees (with or without litigation), and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. In the event either party hereto institutes any action to enforce any provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs, increased costs of expert witnesses and reasonable attorneys' fees, including such costs and fees that are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.



**(16). NOTICES** -- Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in the specific terms of the contract. Either party may change such address for giving and receiving notices and, unless payments are to be made to an escrow or collection account, the Seller may change the address for payments, by designating the same to the other party hereto in the manner herein above set forth and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective two (2) business days following the deposit thereof in the U. S. Mail, regardless of the actual date of receipt of such notice by the addressee. The addresses of the parties are set forth under their signatures affixed hereto. Purchaser agree that her failure to notify of a change of address as herein called for shall conclusively entitle Seller to rely upon the address hereafter set forth for any and all purposes.

**(17) TIME OF PERFORMANCE** -- Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

**(18) LEGAL RELATIONSHIPS:** -- The parties to this contract execute the same solely as a Seller and as a buyer. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefitted by this contract. Any married person executing this contract hereby pledges his or her separate property and marital communities, if any, in satisfaction hereof, unless by the terms hereof are expressly set forth on page one.

**(19) SUCCESSORS** -- Subject to the restrictions contained herein, the rights and obligations of the Seller and the Purchaser shall inure to the benefit of and be binding upon the respective estates, heirs, executors, administrators, successors, successors in trust and assigns; PROVIDED HOWEVER, no person to whom this contract is pledged or assigned for security purposes by either party hereto shall, in the absence of an express written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this contract, or any holder of any interest in the property, shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but except as otherwise required by law, no notices in addition to those provided for in this contract need to be given.

**(20) APPLICABLE LAW**-- This contract shall be governed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the real property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

**(21) ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all of their previous understandings and agreements, written or oral, with respect to this transaction (including but not limited to earnest money agreements, if any). Neither the Seller nor the Purchaser shall be liable to the other for any representations made by any person concerning the property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument.

**(22) AMENDMENT:** This contract may be amended only by written instrument executed by the Purchaser and the Seller subsequent to the date hereof. V. Peter Tol, IN WITNESS WHEREOF, the parties

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have hereunto set their

hands this 5<sup>th</sup> day of August, 1994.

Seller

V. Peter Tol

Address:

P.O. Box 303  
Goldendale, WA 98620

Purchaser

Richard Beckman

Address:

P.O. Box 873  
STEVENSON, WA 98648

STATE OF WASHINGTON )

COUNTY OF KLICKITAT )

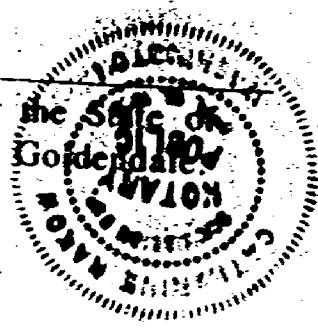
ss.

This is to certify that on this day personally appeared before me V. Peter Tol, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5<sup>th</sup> day of  
August, 1994.

Clifford Beckman

Notary Public in and for the State of  
Washington, residing at Goldendale



STATE OF WASHINGTON, }  
County of SKAMANIA } ss.

On this day personally appeared before me **RICHARD BECKMAN**  
to me known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that **HE** signed the same as **HIS** free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of AUGUST, 1994

ACKNOWLEDGMENT - INDIVIDUAL  
FIRST AMERICAN TITLE COMPANY  
WA - 48

**Debi J. Barnum**  
Notary Public and Commissioner  
residing at **1001 1st St. N.E.** Washington,  
My appointment expires 12/31/98



SUBJECT REAL PROPERTY: TOL TO BECKMAN

EXHIBIT "A"

PARCEL I

That portion of the G.W. JOHNSON D.L.C. in Sections 20 and 17, Township 2 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the said JOHNSON D.L.C.: thence South 17 degrees 30' East 2,327.16 feet to a point on the North bank of Greenleaf Slough; thence North 76 degrees 18' East 81 feet; thence North 80 degrees 23' East 133 feet; thence North 84 degrees 06' East 177 feet; thence North 77 degrees 08' East 357 feet; thence North 71 degrees 22' East 339 feet; thence East 220 feet; thence North 2,220 feet to the North line of the said JOHNSON D.L.C.; thence South 83 degrees West 1,983 feet to the point of beginning; EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATIONS'S electric power transmission lines.

PARCEL II

That portion of the S.M. HAMILTON D.L.C. in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, lying Southerly of the 300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATIONS'S electric power transmission lines and Northerly of the North line of Primary State Highway No. 8, EXCEPT that portion thereof lying Southerly of the Northerly shore of Greenleaf Slough; AND EXCEPT that portion thereof lying Westerly of Hamilton Creek conveyed to KENNETH C. COLE and LOUISE M. COLE, husband and wife, by deed dated December 13, 1965, and recorded December 15, 1965, at Page 159 of Book 55 of Deeds, under Auditor's File No. 66079, Records of Skamania County, Washington.

---continued---

EXHIBIT "A"  
Page Two

ORDER NO. 18822

PARCEL III

All that portion of the GEORGE W. JOHNSON D.L.C. in Section 20, Township 2 North, Range 7 East of the Willamette Meridian in the County of Skamania, State of Washington, lying Northeasterly of the 300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATIONS NO. 1 AND NO. 2 BONNEVILLE-VANCOUVER electric power transmission lines.

PARCEL IV

All that portion of the GEORGE W. JOHNSON D.L.C. in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, County of Skamania, State of Washington, lying Easterly of the center of the channel of Greenleaf Slough, Southerly of the 300 foot strip of land acquired by the UNITED STATES OF AMERICA as aforesaid, and Northerly of the Southerly line of a transmission line easement granted to the UNITED STATES OF AMERICA by deed dated January 19, 1942, and recorded at Page 585 of Book 28 of Deeds, Records of Skamania County, Washington.

PARCEL V

All of that portion of the GEORGE W. JOHNSON D.L.C. in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northerly of the center of the channel of Greenleaf Slough.

EXCEPT that portion conveyed to VERN PETER TOL by instrument recorded in Book 66, Page 439.