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FILED FOR RECORD
SKAMANIA CO. WA
BY SKAMANIA CO. TITLE

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P. Lowry
AUDITOR
GARY M. OLSON

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Filed ☒
Mailed ☒

SCR 18952

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REAL ESTATE CONTRACT

BOOK 146 PAGE 319

THIS CONTRACT, made and entered into this 3rd day of October, 1994.

between LILLIAN M. DEVILLIERS, as her separate estate, hereinafter called the "seller",

and PATRICIA HUNTER, a single person, hereinafter called the "purchaser".

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in County of SKAMANIA, State of Washington:

A tract of land in the SE 1/4 of the SE 1/4 of Section 26, Township 2 North, Range 5 East, W.M., in the County of Skamania, State of Washington, described as follows:

Lot 4 of the Kellett Short Plat, recorded in Book 3 of Short Plats, page 90, Skamania County Records.

TOGETHER WITH a 1976 STATL Mobile Home, License No. @76914, 65 x 24.

SUBJECT TO Easement for road, including the terms and provisions thereof, recorded February 11, 1910, in Book M, page 183.

SUBJECT TO easement for road and utilities, as shown on the recorded Short Plat.

SUBJECT TO conditions and easements, including the terms and provisions thereof, recorded September 4, 1987, in Book 106, page 542.

TOGETHER WITH all easement and property rights appurtenant to the property transferred herein.

TERMS AND CONDITIONS:

The total purchase price is EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00) of which the sum of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) has been paid, receipt whereof is hereby acknowledged. The balance of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) to be paid as follows:

EIGHT HUNDRED ELEVEN AND 06/100 DOLLARS (\$811.06), or more at purchaser's option, due on or before the 15th day of Nov., 1994 and EIGHT HUNDRED ELEVEN AND 06/100 DOLLARS (\$811.06) or more at purchaser's option, due on or before the 15th day of each succeeding calendar month thereafter until paid in full. Purchaser further agrees to pay interest on the balance and diminishing amounts thereof at the rate of EIGHT percent (8) per annum from the 3rd day of October, 1994, which interest shall be deducted from each installment and the balance applied toward reduction of principal.

1. **ASSESSMENT OF TAXES.** The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may, as between grantor and grantee, hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

2. **INSURANCE.** The purchaser agrees, until the purchase price is fully paid, to keep the buildings, if any, now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

3. **CONDITION OF PREMISES:** The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller of the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

4. **RISK OF LOSS:** The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of

Shanda J. Kimmel, Skamania County Assessor
Parcel # 2-5-26-1900 10/10/94

REAL ESTATE EXCISE TAX

OCT 10 1994
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1624.00
SKAMANIA COUNTY TREASURER

consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses or procuring the same shall be paid to the sellers and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

5. **PRELIMINARY TITLE REPORT:** The purchaser acknowledges that he has examined and approved a preliminary report of title insurance with respect to the real estate herein described, No. 18952 issued by SKAMANIA COUNTY TITLE COMPANY.

6. **TITLE:** The seller has delivered, or agrees to deliver within fifteen (15) days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed 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.

7. **EXISTING MORTGAGE OR CONTRACT:** 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, 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 default, and any payments so made shall be applied to the payments next falling due the seller under the contract.

8. **DEED:** The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller.

9. **ESCROW:** It is agreed that said deed together with a copy of this contract shall be deposited in escrow with ^{N/A} STEVENS COUNTY TITLE & ESCROW. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the sellers receipts therefor, and when the terms of this contract are fully performed, to deliver said deed and escrow papers to the purchaser. The seller and purchaser each agree to pay one-half of the escrow fee.

10. **TIMBER:** Except as herein expressly provided, no timber, minerals, soil, buildings or improvements shall be cut, excavated, destroyed or removed from said property without the express written consent of the seller. Unless otherwise expressly stated in this contract, seller herein warrants that there are no reforestation obligations pending with respect to the real property conveyed herein.

11. **POSSESSION:** Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

12. **DEFERRED TAXES:** If the real estate taxes on said property have been deferred or reduced by being classified as timber, forest, agricultural, or open space lands, and this sale or conveyance causes deferred taxes to become due, then the parties agree to prorate said taxes as of the date of this agreement. If, subsequent to the date of this agreement, said taxes become due for any reason other than this sale, then such taxes shall be the responsibility of the purchaser.

13. **DELINQUENT PAYMENTS:** In case the purchaser fails to make any payments herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of twelve (12) percent per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

14. **DEFAULT:** Time is of the essence of the contract. If the purchaser fails to observe or perform any term, covenant or condition of this Contract, Seller may: (a) Sue for installment. Sue for any delinquent periodic payment; or (b) Specific Performance. Sue for performance of any 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) 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 to and unharvested crops on the property shall belong to the Seller, and (v) Purchaser shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture. (d) Acceleration of Balance Due. Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of 5% of the 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 not received within thirty (30) days after the date said notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorney's fees and costs.

15. **ATTORNEY'S FEES:** If this contract is placed in the hands of an attorney for the enforcement of the provisions or payments provided for herein, the breaching party agrees to pay reasonable attorney's fees and for all services, costs and expenditures incurred by the non breaching party.

16. **MERGER:** All agreements and understandings between the parties prior to or simultaneous with the execution of this contract are merged into this contract, except for patent omissions contained in the applicable earnest money agreement or option to purchase agreement, and this contract fully and completely expresses the agreement of the parties. The purchasers and the sellers have made an independent and complete investigation of the premises and of all matters relevant to this contract and are not relying upon any statement or representation made by the other, or by the agent of the other, which is not expressed in the contract.

ALL PARTIES SPECIFICALLY STATE THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THEM RELATING TO THIS TRANSACTION.

This agreement shall be binding and inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

SELLER

Lillian M. DeVilliers
LILLIAN M. DEVILLIERS

PURCHASER

Patricia J. Hunter
PATRICIA HUNTER

4002 E. 18th Street
Vancouver, Washington 98661

790 North Highway 395
Colville, Washington 99114

STATE OF WASHINGTON

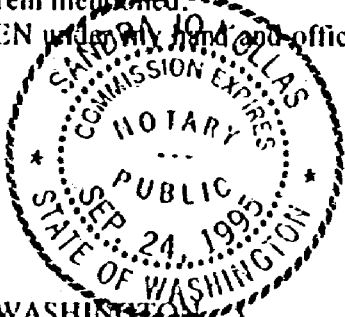
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COUNTY OF Clark

ss.

On this day personally appeared before me LILLIAN M. DEVILLIERS to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3 day of October, 1994.



Sandra Jo Kollas SANDRA JO KOLLAS
NOTARY PUBLIC in and for the State of
Washington, residing at Vancouver
My Appointment Expires: 9-24-95

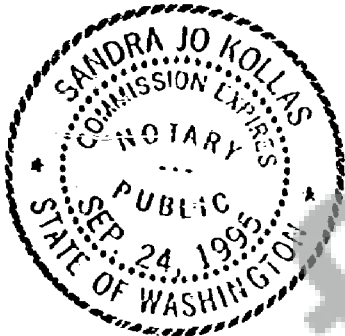
STATE OF WASHINGTON

ss.

COUNTY OF Clark

On this day personally appeared before me PATRICIA HUNTER to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

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