

125366

BOOK 157 PAGE 453

SC 720132

## REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT made this day by and between DARRELL F. JOHNSON and MARIE K. JOHNSON, husband and wife, hereinafter called "Sellers", and JOSEPH STEVEN ALLYN and JILL DENISE ALLYN, husband and wife, of 172 Stephanie Lane, Washougal, WA 98671, hereinafter called "Buyers",

## WITNESSETH:

**Section 1. PREMISES SOLD:** That the Sellers will sell to the Buyers, their heirs and assigns, and Buyers will buy of the Sellers, their heirs, executors, administrators and assigns, the following described real property situated in Skamania County, Washington, with appurtenances thereunto belonging on the following terms and conditions:

County of Skamania, State of Washington

A tract of land in the Southeast Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3 of the AMENDED JOHNSON SHORT PLATS, recorded in Book 3 of Short Plats, Page 225, Skamania County records.

EXCEPTING therefrom the following described parcel:

Beginning at a point on the North line of said Southeast Quarter of the Northwest Quarter lying North 89° 28' 24" West 429.72 feet from the Northeast corner of said Lot 3; thence continuing North 89° 28' 24" West 307.31 feet to the Northwest corner of said Lot 3; thence South 00° 33' 07" West along the West line of said Lot 3 a distance of 304.68 feet; thence parallel with the North line of said Lot 3 South 89° 28' 24" East 306.65 feet; thence North 00° 40' 35" East 304.68 feet to the point of beginning.

Together with and subject to easement for ingress, egress and utilities, including the terms and provisions thereof, recorded September 28, 1978 in Book 75, Page 431; rerecorded April 20, 1979 in Book 76, Page 416; Skamania County records and rerecorded March 5, 1981 in Book 79, Page 436, Skamania County Deed Records.

Subject to an easement of 30 feet in width for road and utility purposes over, under and across the East 30 feet of the South 265 feet of said Lot 3.

Subject further to Private Road Agreement, including the terms and provisions thereof, recorded February 14, 1992 in Book 127, Page 370 records of Skamania County Deed Records.

Reserving unto Sellers an non-exclusive easement of 30 feet in width for road and utility purposes over, under and across the East 30 feet of the North 327 feet and also the North 30 feet of the East 430 feet of said Lot 3.

**Section 2. PURCHASE PRICE:** The purchase price for said real estate is the sum of ONE HUNDRED FIFTY FIVE THOUSAND AND 10/100 DOLLARS (\$155,000.00), of which the Buyers have paid to Sellers the sum of \$20,000.00, receipt of which is hereby acknowledged by Sellers and the balance of \$135,000.00 shall be paid by Buyers

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

REAL ESTATE EXCISE TAX  
18089

MAY 30 2 45 PM '95

MAY 30 1995

GARY H. JOHNSON  
AUDITOR

PAID 1984.00  
J. Johnson, Deputy  
SKAMANIA COUNTY TREASURER

Received  
By  
Sellers  
J  
Sellers  
J  
Sellers  
J  
Sellers  
J

Gary H. Johnson, Skamania County Auditor  
Date 5/30/95 Filed 8:25:30-1103  
JH

to Sellers in monthly installments of \$991.00, commencing on the 10th day of June, 1996, with a like installment due on the 10th day of each month thereafter until May 10, 2005, at which date the balance of the purchase price, together with interest, shall be paid in full.

All payments shall include interest on the unpaid balance owed from time to time at the rate of Eight (8%) percent per annum computed from May 10, 1996, until said balance of the purchase price, together with interest, is paid in full.

Buyers reserve the right to pay the balance due on this contract in full at any time without penalty.

All payments under this contract shall be made to Sellers' order at First Interstate Bank, 1625 "B" Street, Washougal, WA 98671, or at such other place as the Sellers shall in writing direct.

**Section 3. LATE CHARGE:** In the event the Buyers shall be delinquent more than fifteen (15) days in making any payment, a late charge of four (4%) percent of the delinquent payment or payments shall be made. The late charge will be computed monthly on all sums which are delinquent, such charge shall be deducted from the overdue installment when paid and the balance thereof shall be applied first to interest due and the remainder to principal.

**Section 4. EXISTING ENCUMBRANCE:** Buyers acknowledge the real property sold hereby is subject to an existing mortgage owned by First Interstate of Washington. Seller shall continue to pay the debt secured by said mortgage pursuant to the terms thereof. Should Seller default, Buyers shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payment next following due on this contract.

**Section 5. POSSESSION:** Buyers shall be entitled to possession to said premises as of the date of this contract and during their full and proper performance of the covenants and conditions hereof.

**Section 6. BUYERS' COVENANTS:** Buyers covenant and agree to the following terms and conditions, to-wit: To make the payments above agreed to promptly, in the manner and on the dates above named; to take the property hereby in the condition as it stands as of the date of the agreement, and to pay the consideration agreed upon, regardless of any loss, destruction or damage to any of the improvements thereon by fire, condemnation proceedings or from any other cause after said date; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Seller, or his agents to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before the same shall become delinquent all utility charges, taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Seller in and to said property; and to make no alterations which would materially affect the general structure of the premises sold herein nor remove any fixtures from said buildings without the written consent of the Seller.

**Section 7. INSURANCE:** Buyers covenant and agree to keep the buildings on the premises constantly insured in companies acceptable to the Sellers against loss or damage by fire or other casualty to the full replacement value thereof, with loss payable to Sellers and Buyers as their respective interest may appear, all policies on the buildings to be delivered to the Sellers, if requested, who may retain same until the balance of the purchase price is paid in full. Buyers further covenant and agree in the event of destruction or damage to said property and the payment of insurance proceeds to Sellers, any insurance so paid to Sellers shall be



credited upon the unpaid balance of this contract, except, that in the event of a partial loss, the proceeds of such insurance may be applied, at Buyer's option, to the actual expenses incurred by the Buyer in making necessary repairs resulting to the damaged premises.

**Section 8. ADVANCES:** In case the Buyers fail to make any payments herein provided, the Sellers may make such payment, and any amounts so paid by the Sellers, together with interest at the rate of twelve (12%) percent per annum thereon from date of payment until repaid, shall be repayable by Buyers on Sellers' demand, all without prejudice to any other right the Sellers might have by reason of such default.

**Section 9. SELLERS' COVENANTS:** Sellers agree that when the Buyers shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements properly made by the Sellers to or for the benefit of the Buyers or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract to make, execute and deliver to the Buyers a good and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances, except those of record mentioned herein, and it is understood and agreed that the warranties of said deed shall, after the date of this contract, apply only to the acts of the Sellers and shall not include any taxes or assessments which may have become a lien after the date of this contract. Sellers further agree to furnish to Buyers a policy of title insurance insuring their legal title to said real estate as of the date of this contract within ninety (90) days from the date hereof.

**Section 10. CHANGE IN TITLE OR OCCUPANCY:** Buyers acknowledge that they understand this executory sale is personal to them and that their personal responsibility and occupancy and control of such real estate is a material inducement to Sellers to enter into this sale. If the Buyers' interest and/or occupancy in such real estate shall pass from Buyers by deed, assignment, lease with option to purchase or otherwise, or if such real estate is sold on executory contract, then such change in title or interest or occupancy shall be deemed to increase the risk to Sellers, and Sellers or their heirs or assigns may, with written notice to Buyers, declare the entire contract balance due and payable immediately or, at their sole discretion, they may consent to such change in title or occupancy and may increase the interest rate on this contract not to exceed two (2%) percent per annum to compensate for such increased risk. Such increase in interest rate shall entitle Sellers to increase monthly installment payments on this contract so that the contract balance shall be paid in full within the time originally stipulated.

**Section 11. FORFEITURE:** Time is of the essence of this contract and if the Buyers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers may cancel and render void all rights, titles and interest of the Buyers and their successors in this contract and in the real estate which is the subject of this contract by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Sellers record a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract, the Sellers may retain all payments made hereunder by the Buyers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Buyers and any person or persons having possession of the said property by, through or

under the Buyers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Buyers or any person or persons claiming by, through or under the Buyers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the Buyers, or such person or persons, shall be deemed tenants at will of the Sellers and the Sellers shall be entitled to institute an action for summary possession of the property, and may recover from the Buyers 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 Sellers' reasonable attorney's fees.

**Section 12. OTHER REMEDIES:** As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

It is agreed that any such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

**Section 13. COSTS AND ATTORNEY'S FEES:**

A. If this contract or any obligation contained in it is referred to any attorney for collection, forfeiture, realization, Buyers agree to pay to Sellers a reasonable attorney's fee, (including fees incurred with or without legal suit), expenses of title search and all other legal expenses. If any such fee is not paid within thirty (30) days after Buyers are billed, said amount shall be added to the balance of the unpaid purchase price then due.

B. In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party a reasonable attorney's fee, together with all costs and expenses incurred in connection with such action, including the reasonable cost of searching the records to determine the condition of title at the time suit is commenced.

**Section 14. REPRESENTATIONS:** Buyers acknowledge that they have knowledge of the location of the property lines of the afore-described real estate. Buyers covenant and agree they have found the property to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, as to any improvements thereon or repairs thereto, as to location of boundary lines or as to any zone classification or regulation, shall be binding upon the Sellers unless expressly contained herein. Sellers represent that they have no knowledge of any contamination of the subject real property by hazardous waste or materials.

**Section 15. WAIVER:** No assent, expressed or implied, by Sellers to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.



Real Estate Contract

Page 5

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate this 28<sup>th</sup> day of May, 1995.

Darrell F. Johnson  
Darrell F. Johnson

Marie K. Johnson  
Marie K. Johnson

"Sellers"

Joseph Steven Allyn  
Joseph Steven Allyn

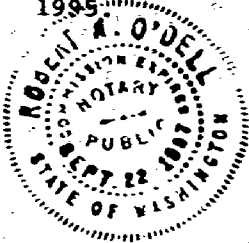
Jill Denise Allyn  
Jill Denise Allyn

"Buyers"

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

On this day personally appeared before me DARRELL F. JOHNSON and MARIE K. JOHNSON, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28<sup>th</sup> day of May, 1995.



Robert A. O'Dell  
Notary Public in and for the State of  
Washington, Residing at Vancouver.  
My appointment expires: 9-22-97.

Unnoted Copy