

126235

## Real Estate Contract

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY Joseph Hall

BOOK 159 PAGE 557

SEP 16 3 06 PM '96  
P. Johnson

AUDITOR

GARY M. OLSON

1. PARTIES AND DATE: THIS REAL ESTATE CONTRACT is made and entered into this 30<sup>th</sup> day of August, 1996, by and between BOYD CUMINGS and DEANNA D. CUMINGS, husband and wife, hereinafter referred to as SELLER and JAMES V. CARTER and DIANNE C. CARTER, husband and wife, hereinafter referred to as PURCHASER.

2. SALE AND LEGAL DESCRIPTION: SELLER agrees to sell to PURCHASER and PURCHASER agrees to purchase from SELLER the following described real estate in Skamania County, Washington:

Lot 2 of Block 1 of the Townsite of UNDERWOOD, according to the plat thereof on file and of record at Page 19 of Book "A" of Plats, Records of Skamania County, Washington, except that portion thereof described as follows: Beginning at the southeast corner of the said Lot 2; thence westerly along the south line of the said Lot 2 a distance of 3 feet 10 inches; thence in a northerly direction in a straight line to the northeast corner of the said Lot 2 to the point of beginning; and

That portion of Lot 3 of Block 1 of the Townsite of UNDERWOOD, aforesaid described as follows: Beginning at the southeast corner of the said Lot 3; thence westerly along the south line of the said Lot 3 a distance of 3 feet 10 inches; thence in a northerly direction in a straight line to the northeast corner of the said lot 3; thence southerly along the east line of the said Lot 3 to the point of beginning.

3. (a) PURCHASE PRICE: PURCHASER agrees to pay:

Total Purchase Price	\$ 180,000.00
Less Down Payment	\$ 50,000.00
Results in Amount financed by SELLER	\$ 130,000.00

3. (b) PAYMENT OF AMOUNT FINANCED BY SELLER: PURCHASER agrees to pay the sum of ONE HUNDRED TEN THOUSAND and 00/100 Dollars (\$110,000.00) as follows:

ONE THOUSAND and 00/100 Dollars (\$1,000.00), or more at PURCHASER's option on or before the 1<sup>st</sup> day of October, 1996, and a like amount or more at PURCHASER's option each and every month thereafter on the same day thereafter until paid in full. The outstanding balance of the purchase price shall at all times bear daily interest at the rate of 1.75 percent (1.75%) per annum from the 30<sup>th</sup> day of August, 1996. From each such payment so made shall first be deducted interest due to date and the balance thereof shall be applied in reduction of principal.

Payment shall be made at: PO Box 712, Bingen, Washington 98605.

REAL ESTATE EXCISE TAX  
18308

SEP 16 1996

PAID 2048.00  
W. J. ROON, Deputy  
SKAMANIA COUNTY TREASURERREAL ESTATE CONTRACT  
Page 1 of 5

SEARCHED ☒  
INDEXED ☒  
SERIALIZED ☒  
FILED ☒  
NOTED ☒

Gary M. Olson, Skamania County Auditor  
Date 9/16/96 Filed 9/16/96 -500  
gmo-ay

4. **OTHER ENCUMBRANCES AGAINST PROPERTY:** The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations:  
  
NONE, except those as listed in Paragraph 2 hereof.
5. **FULFILLMENT DEED:** Upon payment of all amounts due SELLER, SELLER agrees to deliver to PURCHASER a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by PURCHASER or to defects in title arising subsequent to the date of this Contract, by, through or under persons other than the SELLER herein.
6. **POSSESSION:** PURCHASER is entitled to possession of the property from and after the date of this Contract, or August 30, 1996, whichever is later, subject to any tenancies described in Paragraph 4.
7. **TAXES, ASSESSMENTS AND UTILITY LIENS:** PURCHASER agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. PURCHASER may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. PURCHASER agrees to pay when due any utility charges which may become liens superior to the SELLER's interest under this Contract.
8. **INSURANCE:** PURCHASER agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by the PURCHASER plus the balance due SELLER, or full insurable value, whichever is lower. All policies shall be held by the SELLER and be in such companies as the SELLER may approve and have loss payable first to SELLER as their interests may appear and then to PURCHASER. PURCHASER may within thirty (30) days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the PURCHASER deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the SELLER shall determine. In the event of forfeiture, all rights of PURCHASER in insurance policies then in force shall pass to SELLER.
9. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS:** If PURCHASER fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to SELLER's interest under this Contract, SELLER may pay such items and PURCHASER shall forthwith pay SELLER the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
10. **CONDITION OF PROPERTY:** PURCHASER accepts the property in its present condition and acknowledges that SELLER, their agents and subagents have made no representation or warranty concerning the physical condition of



the property or the uses to which it may be put other than as set forth herein. PURCHASER agrees to maintain the property in such condition as complies with all applicable laws.

11. **RISK OF LOSS:** PURCHASER shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve PURCHASER from any of PURCHASER's obligations pursuant to this Contract.
12. **WASTE:** PURCHASER shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.
13. **CONDEMNATION:** SELLER and PURCHASER may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. PURCHASER may within thirty (30) days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the PURCHASER deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as SELLER may direct.
14. **DEFAULT:** If PURCHASER fails to observe or perform any term, covenant or condition of this Contract, SELLER may:
  - (a) Suit for installments. Sue for any delinquent periodic payment; or
  - (b) Specific Performance. Sue for specific performance of any of 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) The 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 shall belong to the SELLER; and (v) PURCHASER shall be required to surrender possession of the property and improvements to the SELLER ten (10) days after the forfeiture.
  - (d) Acceleration of Balance Due. Give PURCHASER written notice demanding payment if said delinquencies and payment if a late charge of 5% of the amount of 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 either deposited in the mail addressed to the PURCHASER or personally delivered to the PURCHASER, the entire balance owing, including interest, if any, will become immediately due and payable. SELLER may thereupon institute suit for payment of such balance, interest and late charges, if any, and reasonable attorney's fees and costs.

15. **RECEIVER:** If SELLER has instituted any proceedings specified in Paragraph 14 and PURCHASER is receiving rental or other income from the property, PURCHASER agrees that the appointment of a receiver for the property is necessary to protect SELLER's interest.
16. **PURCHASER'S REMEDY FOR SELLER'S DEFAULT:** If SELLER fails to observe or perform any term, covenant or condition of this Contract, PURCHASER may, after thirty (30) days' written notice to SELLER, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
17. **NON-WAIVER:** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
18. **ATTORNEY'S FEES AND COSTS:** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.
19. **NOTICES:** Notices shall be either personally served or shall be sent certified mail, return receipt requested by regular first class mail to PURCHASER at 100 West Timber Valley Rd., Appleton, WA 98602, and to SELLER at PO Box 712, Bingen, WA 98605, or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to SELLER shall also be sent to any institution receiving payments on the Contract.
20. **TIME FOR PERFORMANCE:** Time is of the essence in performance of any obligations pursuant to this Contract.
21. **SUCCESSORS AND ASSIGNS:** Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the SELLER and PURCHASER.
22. **DUE ON SALE:** If PURCHASER, without written consent of SELLER, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, (f) sell, lease or assign, (f) grants an option to buy the property, (g) permits a PURCHASER's interest in the property or this Contract, SELLER may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire purchase price due and payable. If one or more of the entities comprising the PURCHASER is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable SELLER to take the above action. A lease of less than three (3) years (including options for renewals), a transfer to a spouse or child of PURCHASER, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable SELLER to



take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this Paragraph apply to any subsequent transaction involving the property entered into by the transferee.

24. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by SELLER and PURCHASER.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER:

Boyd Cummings  
BOYD CUMMINGS

Deanna D. Cummings  
DEANNA D. CUMMINGS

PURCHASER:

James V. Carter  
JAMES V. CARTER

Dianne C. Carter  
DIANNE C. CARTER

STATE OF WASHINGTON )  
County of Skamania ) : ss.

I certify that I know or have satisfactory evidence that BOYD CUMMINGS and DEANNA V. CUMMINGS signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 30<sup>th</sup> day of August, 1996.

Joseph L. Verhall  
Notary Public for Washington  
Residing at Alverson  
My commission expires 7-22-2000



STATE OF WASHINGTON )  
County of Skamania ) : ss.

I certify that I know or have satisfactory evidence that JAMES V. CARTER and DIANNE C. CARTER signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 30<sup>th</sup> day of August, 1996.

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