

127636

BOOK 163 PAGE 550

AFTER RECORDING MAIL TO:

DEBBIE CLAXTON
412 SKAMANIA LANDING ROAD
STEVENSON, WA 98648

FILE
SKAMANIA CO. TITLE

MAR 20 1 31 PM '97
P. Larry
AUDITOR
GARY H. OLSON

Filed for Record at Request of
First American Title Insurance
Escrow Number: 977221 AH

 First American Title
Insurance Company

REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM)

SC 20707
Grantor(s): DONNA RUTH SATER and DEBBIE VIOLA CLAXTON

Grantee(s): MARK WYSONG and KELLEY WYSONG

Abbreviated Legal: S34, T2N, R6E, WILLAMETTE MERIDIAN

Full Legal Description on Page 7

Assessor's Tax Parcel Number(s): 02-06-34-1-4-5900 and FIRE PATROL

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT --
WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT -- IS NOT A PART OF THIS
CONTRACT.

1. PARTIES AND DATE. This Contract is entered into on March 14, 1997 between
DONNA RUTH SATER and DEBBIE VIOLA HOCKMAN CLAXTON, as tenants in common

as "Seller" and MARK WYSONG and KELLEY WYSONG, as tenants in common

as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from
Seller the following described real estate in SKAMANIA County, State of Washington:
See Attached Exhibit "A" page 7

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

REAL ESTATE EXCISE TAX
18633

No part of the purchase price is attributed to personal property.

4. (a) PRICE. Buyer agrees to pay:

	\$	445,000.00	Total Price
Less	(\$	50,000.00	Down Payment
Less	(\$		Assumed Obligation(s)
Results in	\$	395,000.00	Amount Financed by Seller.

MAR 20 1997

PAID \$50,000.00

W. Xenophon, Deputy
SKAMANIA COUNTY TREASURER

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming
and agreeing to pay that certain _____ dated _____ recorded as
(Mortgage, Deed of Trust, Contract)

AF# _____ Seller warrants the unpaid balance of said obligation is \$ _____
which is payable \$ _____ on or before the _____ day of _____
_____ interest at the rate of _____ % per annum on the declining balance
(including/plus) thereof; and a like amount on or before the _____ day of each and every _____
thereafter until paid in full. (month/year)

Note: Fill in the date in the following two lines only if there is an early cash out date.

By state ☒
Indirect ☒
Direct ☒
Other ☐
None ☐

LPB-44
Page 1 of 7

Gary H. Olson, Skamania County Auditor
Date 3-24-97 Parcel # 02-06-34-1-4-5900

20075

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST
IS DUE IN FULL NOT LATER THAN _____, 19 ____.

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$ 395,000.00 as follows:
\$ 2,694.60 or more at buyer's option on or before the 19th day of
April, 1997, including interest from March 19, 1997 at the rate of 7.2500
(including/plus)

(including plus)
% per annum on the declining balance thereof; and a like amount or more on or before the 19th
day of each and every month thereafter until paid in full.
(month/year)

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE INFULL NOT LATER THAN March 19, 2027.

Payments are applied first to interest and then to principal. Payments shall be made at 412 Skamania Landing Rd., Stevenson, WA or such other place as the Seller may hereafter indicate in writing.

98648 or collection account

5. **FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS.** If Buyer fails to make any payments on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the Holder of the assumed obligation(s). Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) **OBLIGATIONS TO BE PAID BY SELLER.** The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full:

That certain _____ dated _____, recorded as AF # _____
(Mortgage, Deed of Trust, Contract)

ANY ADDITIONAL OBLIGATION TO BE PAID BY SELLER ARE INCLUDED IN
ADDENDUM.

(b) **EQUITY OF SELLER PAID IN FULL.** If the balance owed the Seller on the purchase price herein becomes equal to the balance owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions of Paragraph 8.

(c) **FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES.** If Seller fails to make any payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter directly to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

7. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to encumbrances including the following listed tenancies, easements, restrictions, and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

18. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees, and livestock.

19. **CONDEMNATION.** Seller and Buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 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 Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

20. **DEFAULT.** If the Buyer 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 Buyer's obligations pursuant to this Contract; or

(c) **Forfeit Buyer'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 Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (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) Buyer 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 Buyer written notice demanding payment of said delinquencies and payment of 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 not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, 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 attorneys' fees and costs.

(e) **Judicial Foreclosure.** Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

21. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

22. **BUYER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant, or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

23. **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.

24. **ATTORNEYS' 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.

25. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Buyer at 432 SKAMANIA LANDING ROAD,

STEVENSON, WA 98648

and to Seller at 412 Skamania Landing Rd., Stevenson, WA 98648

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.

26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.

27. 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 the Buyer.

28. OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER

INITIALS:

BUYER

29. OPTIONAL PROVISION -- ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER

INITIALS:

BUYER

30. OPTIONAL PROVISION -- DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer'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 balance of the purchase price due and payable. If one or more of the entities comprising the Buyer 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 3 years (including options for renewals), a transfer to a spouse or child of Buyer, 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. It is understood that the entire balance of purchase price shall be due upon any sale by buyer.

SELLER

INITIALS:

BUYER

opc *mw* *kw* *kw*

31. OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER

INITIALS:

BUYER

32. **OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE.** In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ _____ per _____.
Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

BUYER

33. **ADDENDA.** Any addenda attached hereto are a part of this Contract.

34. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

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

SELLER

BUYER

Donna Ruth Sater
DONNA RUTH SATER

Mark L. Wyson
MARK WYSONG

Debbie Viola Claxton
DEBBIE VIOLA CLAXTON

Kelley Wyson
KELLEY WYSONG

EXHIBIT "A"

A tract of land in Government Lot No. 1 of Section 34, Township 2 North, Range 6 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northwest corner of Lot 30, Block 1 of WOODARD MARINA ESTATES; thence Westerly 80.00 feet along a curve whose radius is 250 feet and whose center bears South 2 Degrees 58' West from the point of beginning, to the True Point of Beginning; thence Westerly along said described curve 35.55 feet; thence South 66 Degrees 30' West 20.05 feet to an intersection with the Easterly line of a tract of land deeded to C.A. and W.L. Sams as recorded in Book 2, Page 204 of Skamania County Deed Records; thence South 0 Degrees 8' East 250 feet more or less along said Easterly line of Sams tract to an intersection with the South line of Government Lot 1; thence Easterly along said South line of Government Lot 1 to an intersection with a line bearing South 8 Degrees 0' East from the True Point of Beginning; thence North 8 Degrees 0' West 290 feet more or less to the True Point of Beginning.

TOGETHER with any shoreland of the second class conveyed by the State of Washington, fronting and abutting upon the above described property.

SUBJECT TO: Covenants, conditions, restrictions, easements and reservations of record, if any.



Gerry H. Martin, Skamania County Assessor
Date 3-20-97 Parcel 1-6-34-1-5900
EX-112

STATE OF WASHINGTON }
COUNTY OF CLARK } SS

I certify that I know or have satisfactory evidence that DONNA RUTH SATER, DEBBIE VIOLA CLAXTON, MARK WYSONG and KELLEY WYSONG

are the person s who appeared before me, and said person s acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 14, 1997

ANNEMARIE HOLMES
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 9, 1999

Annemarie Holmes
ANNEMARIE HOLMES
Notary Public in and for the State of WASHINGTON
Residing at VANCOUVER
My appointment expires: AUGUST 9, 1999