



BOOK 163 PAGE 810

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY James T. Waters

MAR 28 4 50 PM '97  
Gary M. Olson  
AUDITOR  
GARY M. OLSON

Return Address: 127712

JAMES T. WATERS

PO BOX 905

CARSON WA 98610

### REAL ESTATE CONTRACT

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.14 and RCW 66.04) 1/97. (please print last name first)

Reference # (If applicable): \_\_\_\_\_

Grantor(s) (Borrower): (1) \_\_\_\_\_ (2) \_\_\_\_\_ Addl. on pg \_\_\_\_\_

Grantee(s) (Beneficiary/Trustee): (1) \_\_\_\_\_ (2) \_\_\_\_\_

Addl. on pg \_\_\_\_\_ Legal Description (abbreviated): \_\_\_\_\_

Addl. legal is on pg \_\_\_\_\_ Assessor's Property Tax Parcel / Account # \_\_\_\_\_

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between  
James T. and Debbie K. Waters hereinafter called the Seller, residing in the  
City of Carson, State of Washington, and  
Bradley O. and Robbie L. Wolfe hereinafter called the Purchaser, residing in the City of  
Stevenson, State of Washington.

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

All that portion of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying westerly of County Road No. 2023, designated as the Loop Road, and northerly of the Northerly line of a transmission line easement 100 feet in width granted to the United States of America by Bonneville Power Administration's electric power transmission lines by deed dated November 27, 1933 and recorded December 9, 1963, at Page 178 of Book 52 of deeds, under Auditor's File No. 62507, records of Skamania County, Washington.

#### REAL ESTATE EXCISE TAX

18708

MAR 28 1997

PAID \$1130.00

Gary M. Olson, Auditor  
SKAMANIA COUNTY TREASURER

situated in Skamania County, State of Washington, on the following terms: the total purchase price is Eighty seven thousand five hundred dollars Dollars (\$ 87,500.00) of which the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of Eighty seven thousand five hundred dollars (\$ 87,500.00) to be paid in the amounts and at the times stated as follows:

The balance of \$87,500.00 will be set up on a private contract at Riverview Savings Bank. The payment of \$787.26 is set up on a 20 year contract at a 9% annual interest rate. The payment is due by the 10th of every month. A late fee will be charged if the payment is not made by the 20th of the month. That charge will be 35.00 per every late payment.



Real Estate Contract  
©Washington Legal Blank, Inc., Issaquah, WA Form No. 34P 12/96  
MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR PART IN ANY FORM WHATSOEVER.

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Mailed ☐

Gary M. Olson, Skamania County Auditor  
Date 2-28-97 Page 3 of 3

with interest on all deferred payments, to be computed from the date of this agreement at the rate of 9% per cent per annum and to be paid on each principal paying date. Purchaser may make larger payments at anytime, or pay the contract in full, and interest shall immediately cease on all payments so made.

It is agreed that the Purchaser shall have possession of said premises from the 1<sup>st</sup> day of April, 1997, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than

forty thousand dollars Dollars (\$40,000.00)  
Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 9% per cent per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss and damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the Purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written and recorded notice to the Purchaser, and at the expiration of 90 days thereafter this agreement shall be at an end and null and void if in the meantime the terms of the agreement have not been complied with by Purchaser. In such event and upon Seller doing so, and upon compliance with the provisions of R.C.W. 61.30, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: PO Box 905 Carson, WA 98610 or at such other address as the Purchaser shall indicate to the Seller or Seller's agent or attorneys in writing or which is known to the one giving notice.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made to: James T. & Debbie K. Waters

It is further agreed that:

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate, the day and date first above written.

Purchaser

Bradley Wolfe

Debbie K. Waters

STATE OF WASHINGTON,

SS.

(INDIVIDUAL ACKNOWLEDGEMENT)

County of Skamania

I certify that I know or have satisfactory evidence that these are the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 27<sup>th</sup> day of March, 1997.



(If Seller is a corporation, the instrument must be signed by a duly authorized officer.)

Print Name Teddi Midland

Notary Public in and for the State of Washington

My appointment expires: 11-9-99