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BOOK 167 PAGE 206

FILED FOR RECORD
SKAGHANIA CO. WASH.
BY *Kielpinski & Woodruff*

JUL 16 2 45 PM '97

G. Olson
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Kielpinski & Associates, P.C.
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

Document Title(s) or transactions contained therein:

Real Estate Contract

Grantor(s): (Last name first, then first name and initials)

Leighton, Thomas E. and Laura L., husband and wife

☐ Additional names on page ____ of document

Grantee(s): (Last name first, then first name and initials)

Oglesby, Todd, a single man

☐ Additional names on page ____ of document

Abbreviated Legal Description: (i.e., lot/block/plat or sec/twp/range/4/4)

E2 SW4 SE4 SE4 Sect. 10 T3N R 9E

☐ Complete legal description is on page ____ of document

Reference Number(s) of Documents Assigned or Released: (Bk/Pg/Aud#)

Assessor's Property Tax Parcel/Account Number(s):

03-09-10-0-0-2000-00

☐ Property Tax Parcel ID is not yet assigned

☒ Paid
☒ Dir
☒ Aud
☒ Recd

REAL ESTATE EXCISE TAX
18914

JUL 15 1997
PAID \$448.00
G. Olson
SKAGHANIA COUNTY TREASURER

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 11th day of July, 1997, between Thomas E. Leighton and Laura L. Leighton, husband and wife, hereinafter called the "seller", and Todd Oglesby, a single man, hereinafter called the "purchaser".

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

The East Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington; EXCEPT the North 260 feet thereof. ALSO EXCEPT the East 20 feet for public road.

The terms and conditions of this contract are as follows:

Price and Payment Terms

1. The purchase price is Thirty-five thousand and No/100 Dollars (\$35,000.00), of which \$15,000.00 has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

a. \$500.00, or more at purchaser's option, on or before the 16th day of July, 1997, and \$500.00, or more at purchaser's option, on or before the 16th day of each succeeding calendar month thereafter until the balance of said purchase price shall have been fully paid.

b. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of nine per cent (9%) per annum from the 11th day of July, 1997, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Gary M. Martin, Skamania County Assessor
7-15-97 Date 7/16/97 Price \$35,000.00
[Signature]

000024

2. Purchaser agrees to pay \$25.00 as reasonable liquidated damages, and not as a penalty, in the event that any regularly scheduled payment is made after the due date but prior to the expiration of 10 days from the due date. Such amounts shall be added to the principal balance remaining unpaid. In the event payment is not made within 10 days of the due date it shall constitute a default hereunder.

3. All payments to be made hereunder shall be made to seller at 91 Little Rock Creek Road, Cook, Washington 98605, or at such other place as the seller may direct in writing.

4. As referred to in this contract, "date of closing" shall be July 11, 1997.

Closing Costs

5. Closing Costs. Seller(s) shall pay the following closing costs:

- A. One-half of excise tax;
- B. One-half of title insurance;
- C. One-half of recording fees; and
- D. One-half of the closing fee paid to Kielpinski & Woodrich.

6. Closing Costs. Purchaser(s) shall pay the following closing costs:

- A. One-half of excise tax;
- B. One-half of title insurance;
- C. One-half of recording fees; and
- D. One-half of the closing fee paid to Kielpinski & Woodrich.

The parties acknowledge that said attorneys represent only the Sellers in this transaction and that Purchaser has been advised to obtain his own counsel.

Pro-Rated Items

7. The following shall be pro-rated as of the date of closing:

- a. Real Property Taxes

b. Insurance, interest, mortgage insurance, water and other utilities constituting liens, if applicable.

8. The purchaser agrees to pay before delinquency all taxes and assessments, including but not limited to any governmental improvement assessments or charges that may as between grantor and grantee hereafter become a lien on said real estate. Upon request by seller, purchaser will show proof of said payments.

Inspection

9. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor seller's assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the seller or seller's assigns 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.

a. Purchaser is acquiring the property "as is" and seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, purchaser agrees that purchaser has made his own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant he may retain. Purchaser may not rely upon any representation of any party whether or not such party purports to act on behalf of seller, unless the representation is expressly set forth herein or in a subsequent document executed by seller. All representations, warranties, understandings and agreements between seller and purchaser are merged herein and shall not survive closing.

Taking

10. The purchaser assumes all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use and agrees that any such taking shall not constitute a failure of 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 of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller agrees in writing 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.

Title Insurance

11. As soon as practicable after closing, Seller will provide a purchaser's policy of title insurance in standard form, issued by Skamania County Title Company, 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.

None of which for the purpose of this paragraph shall be deemed defects in Seller's title.

Deed

12. 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 fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may be attached after date of closing through any person other than the seller, and subject to the exceptions noted in Paragraph 11 hereof.

Possession

13. Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the date of closing and to retain possession so long as seller is not in default hereunder. The purchaser is to keep any improvements on said real estate in good repair, not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser agrees 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 he is entitled to possession.

Use of Premises

14. Purchaser agrees to make or permit no unlawful, offensive or improper use of the premises or any part thereof.

Assignment

15. The rights hereby granted are personal to the purchaser and seller's reliance upon purchaser's ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by the purchaser, nor shall purchaser make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of sellers.

Default

16. In case the purchaser is unable to make any payment herein provided, the seller may make such payment, and any amounts so paid by seller, together with interest at the rate of 12% 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.

17. Time and the covenants of purchaser are of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the sellers may at their option exercise any of the following alternative remedies upon giving purchaser thirty (30) days written notice specifying the default and the remedy to be exercised should purchaser fail to cure all defaults at the expiration of the 30-day period:

- a. Suit for Delinquencies. Seller may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by seller for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.
- b. Forfeiture and Repossession. The seller may cancel and render void all rights, title and interests of the purchaser and purchasers successors in this contract and in the property (including all of purchasers then existing rights, interests and estates therein and improvements thereon) 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 seller may retain all payments made hereunder by the purchaser and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the purchaser and any person or persons having possession of the said property by, through or under the purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the purchaser or any person or persons claiming by purchaser, through or under the purchaser 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 purchaser, or such person or persons, shall be deemed tenants at will of the seller and the seller shall be entitled to institute an action for summary possession of the property, and may recover from the purchaser or such person or persons in any such proceeding the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the reasonable attorneys' fees.

- c. Specific Performance. Sellers may institute suit to specifically enforce any of the covenants hereunder.
- d. Property Rental. In the event this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the purchaser and seller, and the purchaser shall thereafter remain in possession of the property beyond any period otherwise permitted by law, the purchaser agrees that he will occupy the property as a tenant at will, and the purchaser shall be obligated to pay, and hereby promise to pay, during the period of such tenancy at will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two (2) times the installment amount as and when provided for in the specific terms hereof, and the seller shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the State of

Washington, the right to institute an action for summary possession of the property as provided by law.

The waiver of seller to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of seller to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the seller to utilize any particular remedy to enforce a breach of this contract shall not preclude seller from electing to use an alternate remedy to enforce a subsequent breach. The remedies stated herein are cumulative and not mutually exclusive. Any delay or failure of seller to take action upon default shall not be construed as a waiver of said default. If seller is required to institute legal action to enforce any of the remedies indicated, purchaser agrees to pay seller's costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

Purchaser's Remedies

18. In the event seller should default in any of his obligations under this contract and such default continues for fifteen (15) days after the purchaser gives the seller written notice specifying the nature thereof and the acts required to cure the same, the purchaser shall have the right to specifically enforce this contract, institute suit for his damages caused by such default, or pursue any other remedy which may be available to purchaser at law or in equity.

Notice

19. Any notice, declaration, demand, consent or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To Seller: Thomas and Laura Leighton
91 Little Rock Creek Road
Cook, Washington 98605

To Purchaser: Todd Oglesby
160 NW Simmons
White Salmon, WA 98672

Either party may change their address by giving written notice to the other party in the manner provided above, provided that in no event shall seller be required to send any notice to more than two (2) addresses. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

Costs and Attorneys' Fees

20. If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, court costs, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation). In the event either party hereto institutes any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees as are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

Succession

21. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

Governing Law

22. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

Use of Pronouns

23. Unless the context requires otherwise, references to the singular shall include the plural and references to the plural shall include the singular. Unless some other meaning or intent is apparent from the context, masculine, feminine and neuter pronouns are used interchangeably herein.

24. This Agreement supersedes any prior agreement and contains the entire agreement of the parties as to the matter covered. No other agreement, statement or promise made by any party or to any employee or agent of any party shall be binding unless made in writing and signed by both parties to this Agreement.

SELLERS:

PURCHASERS:

Todd Oglesby
TODD OGLESBY

Laura L. Leighton
LAURA L. LEIGHTON

STATE OF WASHINGTON)
)
County of Skamania)

I certify that I know or have satisfactory evidence that Thomas E. Leighton and Laura L. Leighton are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 11th day of July, 1997.

JAN C. KIELPINSKI
STATE OF WASHINGTON
NOTARY — • — PUBLIC
My Commission Expires April 28, 1998

Jan C. Kiepiński
Notary Public in and for the
State of Washington, residing
at Stevenson, Washington.
Commission expires 4/28/98

STATE OF WASHINGTON)
County of Skamania) ss

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

Dated this 11th day of July, 1997.

JAN C. KIELPINSKI
STATE OF WASHINGTON
NOTARY — PUBLIC
My Commission Expires April 28, 1998

Jan C. Kielpinski
Jan C. Kielpinski,
Notary Public in and for the
State of Washington, residing
at Stevenson, Washington.
Commission expires 04/28/98