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BOOK 170 PAGE 189

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SKAMAWA CO. WASH
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OCT 22 4 12 PM '97

P. Lowry
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Name Pamela M. Thomas
Address 11022 Washington River Rd
City/State Washington WA 98671

Document Title(s): (or transactions contained therein)

1. Real Estate contract
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

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

1. Thomas, Pamela M.
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

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

1. Brown, Brock
2. Brown, Julie
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Lot 7, Buhman Heights

☐ Complete legal description is on page 1 of document

Assessor's Property Tax Parcel / Account Number(s): 02-05-29-0-0-0608-cc



Reviewed ☒
Indexed, etc ☒
Indirect ☒
Firmed ☒
Voted ☒

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

520 21237 REAL ESTATE CONTRACT

REAL ESTATE CONTRACT made this 22 day of October, 1997, by and between Pamela M. Thomas, previously known as Pamela M. Murry, a single woman of 92 Barbara Lane, Washougal, WA 98671 ("Seller") and Brock Brown and Julie Brown, husband and wife of 222 Mowetza, Ashland, Oregon 97520 (both of which will be referred to as "Buyer").

Gary H. Martin, Skamania County Assessor

Date 10-22-97, Parcel # 2-5-27-60-8

1. Description of Property. The Seller agrees to sell and the Buyer agrees to purchase real estate situated in the County of Skamania, State of Washington, with a common address of 92 Barbara Lane, Washougal, WA, and more particularly described as follows:

Lot 7, BUHMAN HEIGHTS, according to the Plat thereof, recorded in Book "B" of Plats, Page 20, in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to Skamania County by instrument recorded January 26, 1979 in Book 76, Page 93, Skamania County Deed Records.

SUBJECT TO: Utility easement 5 feet in width bordering Barbara Lane as shown on the recorded Plat. ALSO SUBJECT TO: Private Road Agreement on file with Skamania County Engineers, as disclosed on the Plat.

Mobile Home VIN# S0432 Model: 1972 Make: CHAMP

2. Purchase Price. The purchase price is One Hundred Twenty Thousand (\$120,000.00) Dollars, of which Thirty Five Thousand (\$35,000.00) Dollars will be paid at closing to be applied against the purchase price. Buyer agrees to pay the balance of the purchase price of Eighty-Five Thousand (\$85,000.00) Dollars together with interest on deferred balances at the rate of eight (8%) percent per annum in monthly installments of \$812.30 each, or more at Buyer's option, on the 5 day of each month beginning December, 1997 and subsequent payments of not less than \$812.30 on the 5 day of each month thereafter until the entire unpaid balance is paid in full. Notwithstanding the above, the entire balance of principal and interest is due in no later than December 5, 2012. Payments shall be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within 15 years from the date hereof, anything herein to the contrary notwithstanding. All payments shall be made at the place designated by Seller.

Buyer agrees to pay a late charge in the amount of \$25.00 for each payment that is not paid within ten (10) days after its due date.

3. Possession. Buyer shall be entitled to possession at closing; provided, however, that Buyer shall, upon default hereunder and upon demand of the Seller, surrender to the Seller peaceable possession of the property.

4. Personal Property. Title to personal property described above shall remain in Seller until Buyer has fully performed this contract. Personal property shall be maintained in

good condition and disposed of by Buyer without written consent of Seller. All personal property shall remain on the real property described above, provided temporary removal shall be permitted for making of repairs and/or where the intended use of the property, such as vehicles, necessitates temporary removal.

5. Assessments and Taxes. Buyer shall pay before delinquency all taxes, assessments, water rents or water assessments, utility charges, and operation or construction charges not now delinquent and all levied or assessed against the property and hereafter falling due; except that real estate taxes for year 1997 and personal property taxes for year 1997 shall be prorated. In the event any taxes, assessments, rents or charges to be paid by Buyer are paid by Seller, Buyer shall promptly reimburse Seller. Upon failure of Buyer to pay any taxes, assessments, rent or charge, any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bear interest at the rate of Twelve (12%) percent per annum and be due immediately.

6. Improvements. It is expressly understood and agreed that any new buildings or improvements placed on the property shall become a part of the real property and shall not be removed.

7. Liens, Charges and Encumbrances. Buyer shall pay, before a delinquency of any debts secured thereby, all liens, charges or encumbrances hereafter lawfully imposed on the property, assumed by Buyer in this contract or subject to which this purchase and sale is made, and shall not allow any part of the property to become subject to liens, charges or encumbrances having priority over the rights of Seller in the property. Notwithstanding anything to the contrary provided above in this paragraph 7, Buyer shall not be responsible for any liens or encumbrances (or payment of title obligations secured thereby) imposed upon said property subsequent to the date of this contract by or through Seller unless such liens, encumbrances or obligations are expressly assumed by Buyer.

8. Existing Mortgage or Secured Obligation. Unless otherwise provided herein, if there is a mortgage or other secured obligation on the property, Seller shall keep the same current at all times, satisfy the same of record upon or prior to satisfaction of this contract and indemnify, defend and hold Buyer harmless with regard thereto. If Seller fails to make any payment thereunder, Buyer may do so and, at Buyer's election, (a) receive credit therefor against the next due payments herein or (b) demand reimbursement from Seller, together with interest thereon at 12% per month, and to institute suit to collect the same.

9. Condition of Premises. Buyer shall maintain the property and all improvements now or later placed on the property in a good state of repair, and shall not make any material alterations or remove, tear down or destroy any buildings or improvements without the written consent of Seller.

10. Waste. It is agreed that Buyer shall not commit or suffer to be committed, any waste upon the property herein sold.

**NO TREES SHALL BE CUT UNLESS BUYER FIRST OBTAINS THE
CONSENT OF THE SELLER TO SUCH CUTTING OF TREES.**

Buyer hereby agrees to use the property in such manner as will allow no accumulation of garbage, refuse, old car bodies, tin cans and the like, that may create an unsightly condition on the property.

Breach of this provision shall entitle Seller, upon the giving of three (3) days' notice, to go upon the property and perform such services and acts as are necessary to comply with this provision. The necessary costs and expenses of these services and acts shall be considered an indebtedness immediately payable to Seller, which Seller shall have the right to collect or at Seller's option shall be considered an obligation under the contract, shall be added to the principal of the contract and shall bear interest at the contract rate from date that the indebtedness was incurred. The methods of giving notice as herein provided shall be in the same manner as provided for in RCW 61.30.050(2)(b) and (3).

11. Use of Property. Buyer shall not make or allow any unlawful use of the property.

12. Insurance. Buyer shall insure with companies satisfactory to Seller the buildings now or hereafter placed on the property and any personal property included in this contract in the sum of not less than its full insurable value, with loss thereunder payable first to any mortgagee who is such at the time of the execution hereof, then to Seller, then to Buyer, as their respective interest may appear. The policy shall be held by Seller or mortgagee.

In the event of destruction of or damage to any of said buildings or personal property and the collection of insurance during the life of this contract, the money received on said insurance may, at the option of Buyer, be used in the restoration of said improvements, provided, that Buyer is not at the time in default under the provisions of this contract and subject to the terms of any mortgage on the property. If Buyer fails to procure insurance, Seller is authorized to do so and the cost may be added to the balance due hereunder and shall bear interest at 12 % per annum and shall become due immediately, or Seller may, at Seller's option, forfeit this contract for the failure of Buyer to procure insurance. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

13. Condemnation. If the property or any part shall be taken and condemned, such taking shall be a ground for rescission of this contract. The award made for taking shall be deemed to be the property of Buyer, but shall be paid to Seller to apply upon the purchase price, not exceeding any amounts then unpaid hereunder.

14. Assignment or Transfer. Buyer shall not assign this contract without the written consent of Seller, Seller shall not unreasonably withhold such consent, and, once given, such consent shall not waive the requirements of this paragraph as to any subsequent assignment of this contract.

15. Destruction of Property. In the event of damage to or destruction of any buildings or improvements upon the property, such damage as between the parties shall be the loss of Buyer and shall not be a ground for rescission of this contract or abatement of purchase price.

16. Deed. When Buyer has fully performed this contract Seller shall execute and deliver to buyer a statutory warranty deed conveying the property free and clear of all encumbrances except any encumbrances agreed to by Buyer. Warranties of Seller are limited to the date of this contract except for affirmative acts of Seller thereafter.

17. Title Insurance. Seller shall obtain a standard buyer's form policy of title insurance showing insurable title in Seller as of the date of this contract, excepting matters herein expressly agreed to by Buyer or herein expressly provided to be satisfied hereafter by Seller, and insuring Buyer for the amount of the purchase price of the real property to be sold. Buyer has examined preliminary commitment for title insurance No. _____, issued by Skamania County Title Company, Inc., dated _____, and agrees to accept a buyer's standard coverage title insurance policy in the amount of that commitment except for

18. Remedies. Time is of the essence of this contract. If Buyer fails to make any payment or perform any obligation hereunder, Seller shall be entitled to exercise all rights and remedies as allowed by law or equity, including the right to elect one or more of the following remedies:

(1) To forfeit this contract under Ch. 61.30 RCW, in which event, without limiting any remedies of Seller as provided by the said statute, all right, title and interest of Buyer and parties claiming an interest in the real and/or personal property, subject to this contract shall be canceled and terminated, all prior payments shall be retained by the payee thereof, all improvements and unharvested crops shall be forfeited, and Seller shall be entitled to possession of the real and/or personal property, which right may be enforced under the provisions of Ch. 59.12 RCW.

(2) To declare all amounts payable under this contract immediately due and payable and institute suit to collect such amounts, together with reasonable attorney fees; provided, if within thirty (30) days after commencement of such action, Buyer cures the default(s) and pays to Seller. Seller's actual attorney's fees incurred and other taxable costs of suit, this contract shall be reinstated.

(3) To commence all action for the collection of past due payments or obligations arising prior to the date of judgment.

(4) To commence an action for specific performance of Buyer's obligations under this contract (including redress by either a mandatory or prohibitive injunction).

(5) If Buyer is in default under this contract and abandons the real and personal property, if any, subject hereto, pending the exercise of other rights or remedies as provided for herein, Seller may take immediate possession of the real and/or personal property for the purpose of preserving or otherwise protecting the property from loss, damage or waste.

19. **Inspection.** It is understood that Buyer has made full inspection of the real estate and house trailer and have accepted the same as is, and that no promise, agreement or representation respecting the condition of any building or improvement thereon or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract. It is further expressly understood by Buyer that the cabin on the premises is unfinished and that it is not up to code. This agreement is based on the condition precedent that the Seller is able to obtain a current building Permit for an uncompleted structure located on the premises (tax lot 29-2-5 #608-Buhman Heights Lot 7).

20. **Escrow.** It is understood that a copy of this contract shall be placed with SEAFIRST BANK, Camas Branch, Camas, Washington, together with a Warranty Deed conveying said property and bill of sale conveying said mobile home from Seller to Buyer; this clause shall be deemed as instructions to said bank or such other escrow agent as Seller wishes to designate to receive payments from Buyer on said contract, and to deliver said Warranty Deed and bill of sale upon full payment of the principal balance and interest.

21. **Nonwaiver.** Failure of Seller to insist upon strict performance of Buyer's obligations hereunder (e.g., accepting late or partial payments) shall not be construed as a waiver by Seller of strict performance thereafter of all of Buyer's obligations hereunder and shall not prejudice Seller's remedies as provided herein or by law or equity.

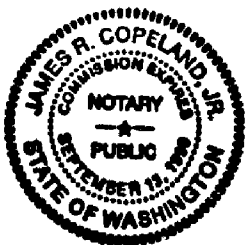
22. **Venue.** If either party commences an action to enforce rights under this contract, venue of such action, at the option of Seller, shall lie in Skamania County, Washington.

23. **Attorney Fees and Costs.** In the event of a lawsuit between the parties to this contract, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney fees and costs (including title and lien searches) either at trial or on appeal. If either party exercises any nonjudicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the nondefaulting party's reasonable attorney fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs and reasonable attorney fees shall constitute an event of default under this contract.

IN WITNESS WHEREOF, the parties hereto executed this contract as of the day and year first above written.


Brock Brown, Buyer

Julie C. Brown
Julie Brown, Buyer



STATE OF WASHINGTON)
) ss.
COUNTY OF Skamania)

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

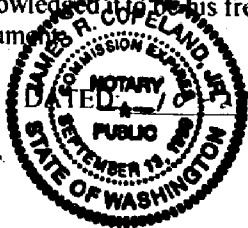
DATED: 10-22-97

For R. Graham R.
Notary Public in and for the State of
Washington, residing at Steverson, WA
My appointment expires: 9-17-98

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STATE OF WASHINGTON)
) ss.
COUNTY OF Skamania)

I certify that I know or have satisfactory evidence that BROCK BROWN 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 this instrument.



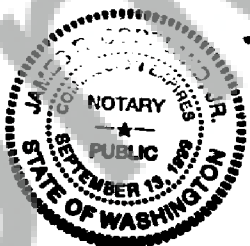
97

James R. Copeland
Notary Public in and for the State of
Washington, residing at Steverson, WA
My appointment expires: 9-13-99

STATE OF WASHINGTON)
) ss.
COUNTY OF Skamania)

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

DATED: 10-22-97



James R. Copeland
Notary Public in and for the State of
Washington, residing at Steverson, WA
My appointment expires: 9-13-99

19110

REAL ESTATE EXCISE TAX

OCT 28 1997

PAID 1536.00

JW

SKAMANIA COUNTY TREASURER