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Return Address:

Carl + Julie Andersen
PO Box 891
Carson, WA 98610

FILED FOR RECORD
SKAGAMIA CO. WASH

Carl + Julie Andersen

JUN 4 3 42 PM '98

GARY H. OLSON
AUDITOR

Please Print or Type Information.

Document Title(s) or transactions contained therein:

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

GRANTOR(S) (Last name, first, then first name and initials)

1. Andersen, Stanley W.
- 2.
- 3.
- 4.

☐ Additional Names on page _____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Andersen, Carl C.
2. Andersen, Julie A.
- 3.
- 4.

☐ Additional Names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

SW Corner of the NE 1/4 of the SE 1/4 of section
20. T 3 N, R 8 E W1

☐ Complete legal on page 14 of document.

REFERENCE NUMBER(S) OF Documents assigned or released:

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-8-20-1-4-590

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 199____, by and between STANLEY W. ANDERSEN, hereinafter referred to as the "Grantor" and CARL AND JULIE ANDERSEN, hereinafter referred to as the "Grantee"

WITNESSETH:

AGREEMENT

In consideration of the mutual covenants, agreements and undertakings hereinafter contained, the parties hereby mutually agree to the following terms, conditions, covenants and provisions:

I. SPECIFIC TERMS

A. PARTIES, PROPERTY AND PURCHASE PRICE:

DATE:

SELLER

1997.

STANLEY W. ANDERSEN

SELLER'S ADDRESS

PURCHASER:

PURCHASER'S ADDRESS

Carl & Julie Andersen
1322 Wind River Hwy 98610

II. General Terms

1. Property Subject to this Agreement. The Grantor agrees to sell and the Grantee agrees to purchase all of the following described real property, including all improvements, fixtures and personal property, (the "Property") situated in the County of Skamania, State of Washington:

[Attached to and Incorporated herein as Exhibit "A" is the legal description of the real property]

2. Purchase Price.

The Grantee agrees to pay the Grantor the Total Purchase Price of \$75,000 ("Purchase Price"), with interest at the rate of seven percent (7%) per annum. These deferred payments shall be paid in Installment Amounts, commencing on the First Installment Day which shall begin on the first day of the month following execution of this contract, and continuing on the same day of each Installment Month thereafter until the Final Payment Date, at which

time all outstanding principal, together with all accrued and unpaid interest thereon, shall be due and payable.

Each payment of the Installment Amounts shall be first applied against the costs, expenses and late charges for which the Grantee is then liable hereunder; secondly against interest; and thirdly whatever remains from the Installment Payment will be applied against the principle then due to the Grantor. Interest shall commence on the date of this contract and continue to accrue until the Grantor receives all of the principle. Any sums not paid within fifteen (15) days after their respective due dates shall bear the Late Charge of an additional 12%.

The Installment Payments shall be as follows:

1. For the first twenty-four (24) month period, beginning upon the execution of this agreement, the Grantee shall pay Grantor the sum of \$450 per month.
2. Beginning on the twenty-fifth (25th) month and continuing for a twelve month (12th) period of time thereafter, the Grantee shall pay Grantor the sum of \$640 per month.
3. Beginning on the thirty-sixth (36th) month and continuing thereafter until Final Payment is made, the Grantee shall pay the Grantor the sum of \$780 per month.
3. Prepayments Permissible. Grantee may prepay the entire principle amount remaining due, or any portion thereof, at any time provided the Grantee first pays any and all interest, late charges and other expenses then due, and pays a Prepayment Premium in the sum of 10% of the principle amount then due.
4. Retention of Title and Security. Except as otherwise provided herein, the Grantor's title to the property shall remain in the Grantor until the Grantee receives delivery of the Grantor's deed. The Grantee hereby grants to the Grantor a security interest in all condemnation awards and insurance proceeds relating to the Property and all of the rights, titles and interest in the Personal Property conveyed by this Contract and subsequently acquired by the Grantee in substitution thereof as security for the performance of the Grantee's obligations herein, and the Grantee hereby assigns to the Grantor all rents and security deposits as security for this Contract.
5. Condition of the Property. Except as specifically set forth herein, the Grantee accepts the Property and all of its improvements in its present condition and is not relying upon any covenants, warranties or representations of the Grantor as to its conditions or usability.

6. Fulfillment Deed. Once the Grantee has satisfied all the conditions of this Agreement, including but not limited to paying the Purchase Price, the Grantor shall convey to the Grantee a Fulfillment Deed.

7. Possession. From and after the date of the execution of this Agreement, the Grantee may enter upon and take possession of the Property.

8. Taxes and Other Assessments. In addition to the payments required in Section 2 above, the Grantee shall pay and be responsible for any and all taxes and/or assessments, liens, fines, or other costs associated with the Property. Failure to make timely payment of any of the required taxes or assessments shall constitute a breach of this Agreement.

9. Utilities. The Grantee shall pay for the costs of all electric, power, gas, sewer, water, telephone, cable television, refuse disposal service, and any and all other utilities furnished to or used or consumed in, on or about the Property by the Grantee or by any person following the execution of this Agreement, and the Grantee shall contract for the same solely in their name.

10. Risk of Loss. Whether by act of God or otherwise, the Grantee shall bear the risk for the complete or partial destruction or condemnation of the Property after the date of the execution of this Agreement. No loss, damage or destruction of all or part of the Property shall constitute a failure of consideration or a basis for the rescission of this Agreement or relieve the Grantee from its obligation to observe and perform all the terms, covenants and conditions described herein.

11. Maintenance and Inspection. The Grantee shall keep and maintain the Property in good repair, and shall not commit or suffer to be committed any waste or any other wilful damage to or destruction of the Property or any portion thereof and shall be responsible for all damage caused to the Property. The Grantee shall not destroy, remove, replace or raze any personal property or improvements without the Grantor's approval. The purpose of this prior approval is to protect the value of the Grantee's security; accordingly, the Grantor shall not unreasonably withhold their approval. The Grantor shall have the right, upon reasonable notice, inspect the property.

The Grantee shall not permit any hazardous or toxic substance, material or waste to be located upon or generated, stored, transported to or from, disposed of on the Property, or commit the Property to become contaminated with any substance in violation of any applicable federal, state or local law. The Grantee further covenants not to use, or allow the Property to be used, for any unlawful purposes or in violation of any federal, state or local

laws or regulations.

12. Compliance with Laws and Restrictions. The Grantee shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting the Property and the use thereof. The Grantee shall not use or permit any person to use the Property for or in connection with any unlawful purpose or in any way which causes a nuisance, or in violation of any state or local statute or ordinance governing the use or improvement of the Property of any hazardous or toxic materials, products or waste.

13. Assignment; Sale to Third Parties. In accordance with the other terms of this Agreement, the Grantee may further encumber, convey or assign its interest under this Agreement for financing purposes, and, to the extent its security or ownership interest is not negatively impacted, the Grantor shall cooperate therein. The Grantor shall always maintain the highest and first security interest in the real property that is the subject to this contract.

14. Transfer of Grantee's Interest. If the Grantee's title to the property or any portion thereof is conveyed to any person, the Grantor may, at its option: (a) following any required notice, declare the entire remaining balance of the Purchase Price and all accrued interest and unpaid interest thereon immediately due and payable, or (b) adjust the interest rate on this contract, effective as of the date of the transfer. The grantor may elect one of said options by written notice to the Grantee within fifteen (15) days after being advised in writing of a proposed sale, and if such election is not made by the Grantor before the 15 day deadline the Grantor shall be deemed to have waived his rights. If the Grantor elects to adjust the interest rate, the entire balance of this contract may be prepaid at the closing of such conveyance with the Prepayment Premium.

15. Indemnification and Insurance. Grantee shall indemnify and hold the Grantor harmless for any losses, damages, costs, claims, and liabilities, including attorneys fees, caused by any negligent, reckless or intentional acts of or negligent or reckless failure to act by the Grantee or any of their agents, servants, employees, independent contractors, invitees or licensees on, about or with respect to the Property, and for any breach of this Contract.

Grantee agrees to maintain liability and casualty insurance adequate to cover any losses resulting from any actual or anticipated use of the Property to an amount that equals at least the fair market value of the Property, and all of its improvements. Grantee further agrees to maintain liability insurance in an amount that equals at least the amount that was insured on the date just prior to the execution of this contract. The proceeds from any such

loss shall be the property of the Grantee, except that the Grantee shall indemnify and hold the Grantor harmless from any liability or loss resulting in an insurance payment to the extent of the payment, or according to the terms of this Agreement, whichever provides greater protection.

16. Notices. All notices or payments hereunder may be delivered or mailed. If mailed, they should be sent to the addresses set out in section 1.

17. Costs and Attorneys Fees. If suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to such sums (in addition to costs and disbursements provided by statute and costs of searching and abstracting records) as the trial court, or any appellate court, may adjudge as reasonable attorneys fees. Said attorney fees shall be due and recovered as part of the costs of such suit or action, whether or not final judgment or decree is entered therein.

18. Grantee's Default. The Grantee shall be in default under this contract if it (a) fails to observe or perform any term, covenant or condition herein set forth or (b) fails or neglects to make any payment of principal or interest of any other amount required to be discharged by the Grantee precisely when obligated to do so, or (c) becomes or is declared insolvent or makes an assignment for the benefit of creditors, or files any debtor's petition or any petition is filed against it under any bankruptcy or similar act, or (d) permits the Property or any part thereof of its interest therein to be attached or in any manner restrained or impounded by process of any court, or (e) abandons the property, or (f) conveys the Property, or any portion thereof, without any prior written consent from the Grantor.

19. Grantor's Remedies. In the event the Grantee defaults under this Agreement, the Grantor may, at its election, take the following courses of action and all of the remedies available under RCW Chapter 61.30:

(a) Suit for Delinquencies. The Grantor may institute suit for any Installment Amounts or other sums due and payable under this Agreement as of the date of the judgment, any sums which have been advanced by the Grantor as of said date pursuant to the provisions of this Agreement, and any other damages incurred by the Grantor which are caused by the Grantee's failure to comply with any provision or agreement herein; together with interest on all of said amounts at the Default Rate from the date each such amount was advanced or due, as the case may be, to and including the date of collection;

(b) Acceleration. Upon giving the Grantee not less than

thirty (30) days' written notice of its intent to do so (within which time any monetary default may be cured without regard to the acceleration), and if the default is in the nature of a failure to timely pay any principal interest, insurance premium, tax, or other sum of money required to be paid herein or any failure to obtain any consent of the Grantor herein required for an assignment, conveyance or encumbrance of the Grantee's title to the Property, or the Grantee commits waste on the Property, the Grantor may declare the entire unpaid balance of the Purchase Price and all interest then due thereon and any Prepayment Premium to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the Grantor pursuant to the provisions of this Agreement, and together with interest on all of said sums at the Default Rate from the due date or date of each such advance to and including the date of collection;

(c) **Forfeiture and Repossession.** The Grantor may cancel and render void all rights, titles and interests of the Grantee and its successors in this Agreement and in the Property (including all of the Grantee's then existing rights, interests and estates therein and timber, crops, fixtures 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 Grantor records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. The entire balance of such sums due and to become due under this Agreement shall be paid from the proceeds of any sale ordered by a court pursuant to RCW 61.30.120, including interest at the Default Rate to and include the sale date and all expenses incurred by the Grantor as a result of such sale. Upon the forfeiture of this Agreement the Grantor may retain all payments made hereunder by the Grantee and may take possession of the Property ten (10) days following the date this Agreement is forfeited and summarily eject the Grantee and any person or persons having possession of the said Property by, through or under the Grantee who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. If the Grantee or any person or persons claiming by, through or under the Grantee 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 Grantee, or such person or persons, shall be deemed tenants at will of the Grantor and the Grantor shall be entitled to institute an action for summary possession of the Property, and may recover from the Grantee or such person or persons in any such proceedings the fair rental value of the Property for the use thereof from and after the date of forfeiture, plus costs, including the Grantor's reasonable

attorney's fees. To the extent permitted by applicable statute, the Grantor shall have the right to obtain a deficiency against the Grantee following the forfeiture of this Agreement but only for damages caused by waste to the Property;

(d) **Judicial Foreclosure.** To the extent permitted by an applicable statute, the Grantor may judicially foreclose this contractual agreement as a mortgage, and in connection therewith, may accelerate all of the debt due under this Agreement if the defaults upon which such action is based are not cured within fifteen (15) days following the Grantor's written notice to the Grantee which specified such defaults and the acts required to cure the same (within which time any monetary default may be cured without regard to the acceleration); provided, however, such cure period shall be extended for up to thirty (30) additional days to the extent reasonably necessary to complete the cure of a nonmonetary default if the Grantee commences to cure within fifteen (15) days following the Grantor's notice and pursues it with due diligence. The Grantor may, but shall not be required, to waive any right to a deficiency judgment in its foreclosure complaint. The Grantee at any foreclosure sale may (but shall not be obligated to), during any redemption period, make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, use, preservation and protection thereof; pay any taxes and assessments due during such period; insure the Property against loss by casualty; and pay utility bills, liens not extinguished by the foreclosure and other amounts relating to the Property to the extent due during such redemption period, and all of such expenses and payments, together with interest thereon from the date paid to reimbursement at the rate provided by statute for any other redemption amounts, shall be included in the amount required to be paid by any person to redeem the Property. The Prepayment Premium, if any, shall be assessed upon any amounts accelerated pursuant to the terms of this paragraph, and all such amounts shall bear interest at the Default Rate from and after the date they are so accelerated to and including the date of collection; and

(e) **Specific Performance.** The Grantor may institute suit to specifically enforce any of the Grantee's covenants hereunder, and the same may include redress by mandatory or prohibitive injunction.

20. **Remedial Advances.** If the Grantee shall fail to timely pay and discharge any payments or sums for which it has agreed to be responsible herein and said failure constitutes a default under this Agreement, or shall by any other act or neglect violate the terms and any conditions of this Agreement or of any Prior Encumbrance, the Grantor may pay, effect or discharge such sums as

are necessary to cure such default upon giving the party required to make such payment not less than fifteen (15) days' prior written notice (except in any instance in which the Grantee fails to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to persons or property or any foreclosure of or a similar action against or affecting any portion of the Property, in which cases such notice may be given concurrently with or immediately following such payment). The Grantor may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including its reasonable attorney's fees and together with interest on said expenditures and fees at the Default Rate from the date of expenditure to and including the date of collection or the due date of any sum against which such offset is effected.

21. Cumulative Remedies; Waivers. The remedies stated herein are cumulative and not mutually exclusive and the Grantor or the Grantee may pursue any other or further remedies to enforce their respective rights under this Agreement; provided, however, except as provided in this Agreement with respect to the Grantee's transfer, lease or assignment of the Property, the Grantor shall not have the right to accelerate the remaining balance of the Purchase Price in the event the Grantor elects to forfeit the Grantee's interest in the Property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security, or that resort must first be taken against any particular security or any other person, shall be asserted, and the Grantee hereby expressly waives any legal or equitable rights that the Grantee may have with respect to marshaling of assets. The Grantor shall not be required to tender its deed or bill of sale as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this Agreement shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for any other existing or subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

22. Remedial Advances. The Grantor may choose to pay and/or discharge a debt owed by the Grantee in connection with this property. If Grantor makes such a payment or satisfies such a debt, then the Grantee must reimburse the Grantor within 30 days of being provided written notice. Any amounts owing to the Grantor shall be added to the principle due and shall bear interest at the

same rate.

23. Time of Performance. Time is specifically declared to be of the essence of this Agreement and all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

24. Invalidity. In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the effect of the court's ruling is to essentially defeat the principal purpose and intent of this Agreement.

25. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington and the exclusive venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the Grantor in which the Property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

26. Legal Relationship. The parties to this contract execute the same solely as seller and buyer. No partnership or joint venture shall be construed from this Agreement or the parties' relationship. Neither shall have the right to act as an agent for the other.

27. Successors. Subject to the restrictions contained herein, the rights and obligations of the parties shall inure to the benefit and be binding upon their respective estates, heirs, executors, administrators, successors, assigns, etc, however, no person to whom this contract is pledged or assigned for security purposes by either party hereto shall, in the absence of an express written assumption by such party, be liable for the performance of any covenant herein. Any assignee or any interest in this Contract, or any holder of any interest in the Property, shall have the right to cure any default in the manner permitted and within the time periods required of the defaulting party.

28. Entire Agreement. This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Grantor nor the Grantee shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Grantor and the Grantee subsequent to

the date hereof.

Grantor

~~Stanley W. Andersen~~

Grantee

Carl Andersen

Grantee

Julie Andersen

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the date hereof.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the date and year first above written.

Grantor

Stanley W. Andersen

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that Stanley W. Andersen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the same and acknowledged it as Stanley W. Andersen, the Grantor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 199__.

Print:
NOTARY PUBLIC, in and for the State
of Washington, residing at _____
My commission expires _____

Grantee

Carl Andersen

Grantee

Julie Andersen

STATE OF WASHINGTON)
County of Skamania) ss.

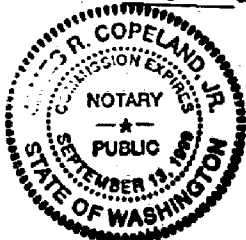
I certify that I know or have satisfactory evidence that Carl Andersen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated

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that he/she was authorized to execute the same and acknowledged that he was Carl Andersen, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 5 day of September, 1997.

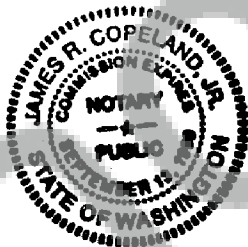


James R. Copeland Jr.
Print: James R. Copeland Jr.
NOTARY PUBLIC, in and for the State
of Washington, residing at Steverson
My commission expires September 15, 1999

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that Julie Andersen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the same and acknowledged that she was Julie Andersen, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 5 day of September, 1997.



James R. Copeland Jr.
Print: James R. Copeland Jr.
NOTARY PUBLIC, in and for the State
of Washington, residing at Steverson
My commission expires September 15, 1999

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EXHIBIT "A"

ADDENDUM TO REAL ESTATE CONTRACT DATED SEPTEMBER 1, 1997
VENDOR: STANLEY W. ANDERSEN
VENDEE: CARL AND JULIE ANDERSEN (H&W)

LEGALLY DESCRIBED AS FOLLOWS: Beginning at a point 688' N. of the SW corner of the NE 1/4 of the SE 1/4 of section 20.T 3 N. R 8 EWM. Skamania County, Washington; Thence E 437.5', more or less, to the NW Corner of that certain tract of land, conveyed to Ruben F. Grant and Evelyn Grant, husband and wife, by Deed dated Dec. 15, 1948, and Recorded at page 259 of book 32 of Deeds, records of Skamania County, Washington; Thence S 340'; Thence W 437.5' to intersection with the W line of the NE 1/4 of the SE 1/4 of said section 20; Thence N 340' to the point of beginning;
EXCEPT th: NORTHERLY 200 feet of the above described Property.

EXCEPT easements and rights of way for County Road number 2135, designated as Wind River Road.
A.P.N.: 03-08-20-1-4-0590

Gary H. Martin, Skamania County Assessor
Date 6/4/98 Parcel # 3-8-20-1-4-590
922

REAL ESTATE EXCISE TAX
19571

JUN - 4 1998

PAID 960.00 + 96.00 = 1056.00

dw

SKAMANIA COUNTY TREASURER