

BOOK 179 PAGE 426

132232

FILED FOR RECORD  
SKAMANIA CO WASH  
BY SKAMANIA CO, WA

JUL 20 1 30 PM '98

*P. Johnson*  
AUDITOR  
GARY H. OLSON

Return Address

Name Mr. and Mrs. Helland

Address 4037 A Loop

City, State Zip Washougal, WA 98671

*SCR 21761*

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

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

Reference Number(s) of Documents assigned or released:  
(on page \_\_\_\_\_ of document(s))

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

1. Erickson, Harvey Dale
- 2.
- 3.
- 4.

5. Additional names on page \_\_\_\_\_ of document.

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

1. Helland, Jr., Richard Dennis
2. Helland, Tiffani Dawn
- 3.
- 4.

5. Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lot 23 Skamania Highlands Book A, Page 140

Additional legal is on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number

02-05-19-2-0-0202-00

Additional legal is on page 2 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 provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S  
INDEXING FORM (Cover Sheet)

Form 7265-2

REAL ESTATE EXCISE TAX

19647

JUL 17 1998

PAID 1408.00

*W. Johnson, Director*  
SKAMANIA COUNTY TREASURER

**REAL ESTATE CONTRACT**  
**TO BE INCORPORATED WITH THE TERMS OF**  
**EARNEST MONEY RECEIPT AND AGREEMENT**  
**DATED 2/15/98**

1. **PARTIES AND DATE.** This contract is entered into on this 5th day of June, 1998, by and between HARVEY DALE ERICKSON, a single man, as "Seller" and RICHARD DENNIS HELLAND, JR. and TIFFANI DAWN HELLAND, husband and wife, as "Buyer".

2. **SALE AND LEGAL DESCRIPTION.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real and personal property located at Washougal, in Skamania County, State of Washington:

Lot 23, SKAMANIA HIGHLANDS, according to the plat thereof, recorded in Book A of Plats, Page 140, in the County of Skamania, State of Washington.

Gary H. Martin, Skamania County Assessor  
Date 2/20/98 Parcel # 2-58-2-202

3. **PRICE.** The purchase price is the sum of ONE HUNDRED TEN THOUSAND AND NO/100THS DOLLARS (\$ 110,000.00), of which ONE THOUSAND AND NO/100THS DOLLARS (\$ 1,000.00) has been paid by Cashier's Check and has been distributed to Seller.

The balance of ONE HUNDRED NINE THOUSAND AND NO 100THS DOLLARS (\$109,000.00) shall be paid as follows:

1) The sum of FORTY THREE THOUSAND SIX HUNDRED AND 100THS DOLLARS (\$43,600.00) has been put into Escrow with Transnation Title Company to pay SHAWN R. MACPHERSON, Attorney at Law, as Trustee for CLARA J. SANDERS, a widow, as beneficiary, for a Deed of Trust, dated May 15, 1996, recorded May 20, 1996 in Book 157, Page 251, Auditor File No. 125278, Skamania County Mortgage Records, given to secure the payment of \$40,000.00.

2) The sum of TEN THOUSAND FOUR HUNDRED DOLLARS AND NO 100THS (\$10,400.00) will be deposited into escrow upon Buyer selling the home located at 4037 A Loop, Washougal, Washington.

3) The balance of FIFTY FIVE THOUSAND AND NO 100THS DOLLARS (\$55,000.00) will be paid into escrow when obtained through a financial institution (on or before August 1, 1998).

4. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in

fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein.

5. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.

6. POSSESSION. Buyer is entitled to possession of the property upon the date of closing.

7. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as a result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract.

8. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance 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 the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

9. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

10. CLOSING COSTS AND PRO-RATION. Buyer will pay all fees associated with this sale in lieu of a down-payment, including but not limited to excise tax, title insurance premium, escrow fees, and recording fees. Taxes for the current year shall be pro-rated as of closing.

11. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws. Seller acknowledges that all appliances are included in this sale.

12. RISK OF LOSS. Buyer shall bear risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

13. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

14. 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 thirty (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.

15. **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.61.30RCW, 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 canceled; (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 late charges 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.

16. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 16 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.

17. **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.

18. **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.

19. **ATTORNEY'S FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' 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 attorneys' fees and costs incurred in such suit or proceedings.

20. **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: 4037 A Loop, Washougal, Washington and to Seller at 3651 Sky Road, Washougal, 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.

21. **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.

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

23. **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.

24. **ENTIRE AGREEMENT.** This Contract and the Earnest Money Receipt and Agreement dated February 15, 1998 constitutes the entire agreement of the parties and supersedes all prior agreements

BOOK 179 PAGE 432

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

Harvey D. Erickson  
HARVEY DALE ERICKSON

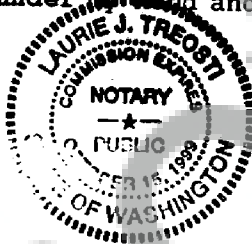
BUYER

Richard Dennis HELLAND, JR.  
RICHARD DENNIS HELLAND, JR.  
Tiffany Dawn HELLAND  
TIFFANI DAWN HELLAND

STATE OF WASHINGTON )  
COUNTY OF CLARK ) SS:

ON THIS DAY PERSONALLY APPEARED before me HARVEY DALE ERICKSON, a single man, and RICHARD DENNIS HELLAND, JR. and TIFFANI DAWN HELLAND, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5<sup>th</sup> day of June, 1998.



Laurie J. Treosti  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: Vancouver, WA.  
My Commission expires: 10/15/99