

133651

Arthur C. Beagle
7704 N.E. 61 Ave.
Vancouver, Wa. 98661

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FILED FOR RECORD
STAFFORD COUNTY, WA
Arthur Beagle
Dec 10 2 47 PM '98
GARY H. OLSON

REAL ESTATE CONTRACT

Date: November 3, 1998

1. Seller, ARTHUR C. BEAGLE agrees to sell to purchasers, Alan O. Moss & Cheney Dickens, purchasers agree to buy from sellers, the following property in Skamania County, Washington, legally described as follows:

Lot 2, LAKEVIEW RETREAT SHORT PLATT. Recorded in Book 3, page 333, records of Skamania County, Washington. 010515732005

Subject to easements and restrictions of record. 11-10-98

2. PURCHASE PRICE: The purchase price is \$50,000.00 of which \$30,000.00 has been paid, receipt being acknowledged. Purchaser agrees to pay \$5,000.00 before January 1, 1999 and the balance of the purchase price together with interest on deferred balances at the rate of ten (10%) percent per annum from the 3rd day November, 1998, as follows:

a. Payments of 300.00 per month shall commence on November 15, 1998, and be payable monthly thereafter until all of the principal and interest are paid in full. From each monthly payment shall first be deducted interest which has accrued to date and the balance thereof shall be applied to the principal.

c. There shall be no penalty for making more payments than called for by the monthly schedule or for early payoff of the entire balance after 5 years. All payments shall be made at the place designated by the Seller.

3. POSSESSION: Purchaser shall be entitled to the possession of the property on signing of contract.

4. ASSESSMENTS AND TAXES: Purchaser 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 the year 1998 to be paid by owner. In the event any taxes, assessments, or charges to be paid by the purchaser are paid by the seller, purchaser shall promptly reimburse seller.

Upon failure of purchaser to pay any taxes, assessments, or charges to be paid by the purchaser, seller may, at his option, declare a forfeiture of this contract or pay and discharge any such tax, assessment or charge and 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.

5. LIENS, CHARGES, AND ASSESSMENTS: Purchaser shall pay, before a delinquency of any debts secured thereby, all liens, charges, or encumbrances hereafter lawfully imposed on the property, assumed by purchaser in this contract, or subject to which this purchase, and sale is made; and shall not allow any part of the property to become liens, charges, or encumbrances having priority over the rights of the seller in the property. Notwithstanding anything to the contrary provided above in this paragraph, purchaser shall not be responsible for any liens, charges, or encumbrances (or payment of the 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 purchaser.

6. EXISTING MORTGAGE OR SECURED OBLIGATIONS: 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 record upon or prior to satisfaction of this contract, and indemnify, defend and hold purchaser harmless with regard thereto. If seller fails to make any payment thereunder, purchaser may due so and, at purchaser's election (a) receive credit therefore against the next due payments herein, or (b) demand reimbursement from seller, together with interest thereon at twelve (12%) percent per annum, and to institute suit to collect the same.

7. CONDITIONS OF PREMISES, UPKEEP, AND CROPS: Purchaser shall maintain the property, and all the improvements now or later placed on the property in a good state of repair, shall not make any material alterations without the written consent of seller, and shall not allow or commit any waste. In addition to the general requirement imposed by this paragraph concerning avoidance of waste, purchaser shall be required to specifically abstain from the following acts: (a) No unreasonable noise; (b) no debris or litter accumulation; (c) buildings shall be neat in appearance and maintained; (d) no excessive speed on access roads and all other roads; (e) Purchasers assume and agree to all covenants and restrictions or comments contained on the short plat of the entire subdivision of which purchasers lot is one parcel.

8. USE OF THE PROPERTY: Purchaser shall not make or allow any unlawful use of the property.

9. SPECIAL CONDITION: (Volcano Risk) Purchasers have been advised and acknowledge that the property they are purchasing is close to Mt. St. Helens which is an active volcano. They understand that the property they are purchasing was within what is known as the "Red Zone" when Mt. St. Helens was in an eruptive volcanic state. They have been advised and they understand that during the last substantial volcanic activity concerning Mt. St. Helens, the property they are purchasing was inaccessible due to the state and/or federal restrictions on access and they understand that the property has experienced a substantial amount of ashfall during the last serious eruption. Purchasers waive all action of every type whatsoever against sellers as a result of every type of hazard exposure due to the proximity of Mt. St. Helens is note the first time the mountain has erupted and according to scientific data, the likelihood of future eruptions continues to exist.

10. INSURANCE: Purchaser 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 to purchaser, as their respective interests 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 the purchaser, be used in the restoration of said improvements, provided, that the purchaser is not at the time in default under the provisions of the contract, and subject to the terms of any mortgage on the property. If purchaser fails to procure insurance, seller may, at sellers option, forfeit this contract for the failure of purchaser to procure insurance.

11. CONDEMNATION: If the property or any part shall be taken and condemned, such taking shall not be ground for rescission of this contract. The award made for the taking shall be deemed to be the property of the purchaser, but shall be paid to seller to apply upon the purchase price, not exceeding any amounts then unpaid hereunder.

12. ZONING: It is understood that the seller has made no representations about the zoning of the subject property and has no duty to obtain a change in zoning law presently applicable to the property sold. Purchaser assumes full responsibility for examining the applicable zoning codes regarding the subject property and making its own determination as to whether or not their intended use is permitted under existing zoning.

13. ASSIGNMENT OR TRANSFER: The purchaser shall not assign this contract without the written consent of the seller. The seller shall 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.

14. 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 purchaser and shall ~~not~~ be ground for rescission of the contract or abatement of purchase price.

15. DEED: When purchaser has fully performed this contract seller shall execute and deliver to purchaser a statutory warranty deed conveying the property free and clear of all encumbrances except any encumbrances agreed to by purchaser. Warranties of seller are limited to the date of this contract except for affirmative acts of seller thereafter.

16. REMEDIES: Time is of the essence of this contract. If the purchaser 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 more of the following remedies

a. 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 in the real and/or personal property subject to this contract shall be cancelled 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 provision of Ch. 59.12 RCW.

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

c. To commence an action for the collection of past due payments or obligations arising prior to the date of judgement.

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

e. If purchaser 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

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otherwise protecting the property from loss, damage or waste.

17. NON-WAIVER: Failure of seller to insist upon strict performance of purchaser'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 purchaser's obligations hereunder and shall not prejudice seller's remedies as provided herein or by law or equity.

18. 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.

19. ATTORNEY'S FEES- COSTS: In the event of a lawsuit between the parties to this contract, the prevailing party shall be entitled to recover judgement against the other party for reasonable attorneys' fees and costs (including title and lien searches) either at trial or on appeal. If either party exercises any non-judicial right or remedy to enforce such a party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the non-defaulting party's reasonable attorneys' fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs and reasonable attorneys' fees shall constitute an event of default under this contract.

20. BINDING EFFECT: This agreement shall be binding upon and shall inure to the benefit of the legal representatives and property assigns and successors of the parties.

21. NOTICES: It is expressly agreed between the parties that notices concerning default acceleration; forfeiture & default for failure to pay taxes, insurance, fees or assessments, of any type whatsoever, shall be sent by registered mail, to Purchasers as follows:

a. Alan D. Moss and Cheney Dickens

8206 N. E. 219th Street

Battleground, Washington 98604

Purchasers shall be deemed to have received said notice upon proof of Sellers having posted said notice by registered or certified mail.

22. PAYMENTS: All payments of any type whatsoever, shall be made to Sellers at P.O. Box 70084, Vancouver, WA. 98665. or such, other address as Sellers may later provide to purchasers so long as Sellers notification is in writing and given within 10 days of the time any payment is due.

23. LATE PAYMENT CHARGE: All payments called for in this agreement shall be made on or before the 15th day of each month and any payment not made within the 20th day of the month shall be deemed a late payment. The charge for failing to pay the payment on time, or within the grace period provided, shall be \$10.00 for each month during which the payment is late.

24. 30 foot road easement through lot 2 on Pond Road running east and west. There will be no harvesting of timber without the owner's approval or until land is paid off in full.

DEBORAH J. ABRAMS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 1, 2000

SELLERS:

Arthur G. Beagle
ARTHUR G. BEAGLE

PURCHASERS:

Alan Moss
Deborah Abrams

STATE OF WASHINGTON) SS:
COUNTY OF CLARK)

REAL ESTATE EXCISE TAX
19904

DEC 10 1998
PAID 640.00 + 12.80 = 32.00 = 684.80

W. X. 2000 Debra
SKAMANIA COUNTY TREASURER

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On this day personally appeared before me Arthur C. Beagle, to me known to be the individual in and who executed the within and foregoing instrument, and acknowledged that he signed the same as their free and voluntary act and deed, for the uses and purposed therein mentioned.

Given under my hand and official seal this 3 day of November, 1998, 1998 Notary Public in and for the State of Washington residing at Vancouver.

My commission expires: 4-1-2000
Identity of Affiant Verified by Deborah J. Abrams

STATE OF WASHINGTON)

County of Clark) ss:

On this day personally appeared before me Alan Moss and Christy Parsons, husband and/or wife, to me known to be the individual(s) 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 3 day of November, 1998. Notary Public in and for the State of Washington residing at Vancouver. My commission expires: 4-1-2000
Identity of Affiant Verified by

Deborah J. Abrams

DEBORAH J. ABRAMS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 1, 2000