137901

BOOK 198 PAGE 406

Patrick Price

	Garry	
AFTER RECORDING MAIL TO: Name Bev Stacy	" GARY II. 01 80 N	
Address PO Box 464		
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City/State Stevenson, WA 98648	<u> </u>	
ANY OPTIONAL PROVISION NOT INITIALED BY AL	LPERSONS	E
SIGNING THIS CONTRACT WHETHER INDIVIDUA	LLY OR AS First American T	tle
AN OFFICER OR AGENT IS NOT A PART OF THIS C	CONTRACT. Insurance Compa	ny
REAL ESTATE CONTRACT		
(Residential Short Form)		k.
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. PARTIES AND DATE. This Contract is entered into on April		
etween	(this space for title company use only)	
BEVERLY A. STACY, TRUSTEE OF THE BEVERL	Y A. MAKI TRUST DATED 1-29-99 as "Selic	" and
PATRICK W. PRICE, AS AN INDIVIDUAL		
	as "B	ıyer."
SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer a	ind Buyer agrees to purchase from Seller the following describe	d real
state in Skamania County, State of W		
NUL of the Call of the	REAL ESTATE EXCISE TAX	h.,
NW of the SE of S36, T3N, R7E	20782	4
FULL LEGAL IS ON PAGE 7	APR 1 8 2000	7
	PAID 819.20+160 W=979.20	
	Wand Deputy	-4
	SKAMANIA COUNTY TREASURER	
PERSONAL PROPERTY. Personal property, if any, included in the sa	ale is as follows:	B.
Gary H. Martin, Stamania County Assessor	grip-terrors /	Ŧ
Date 1/18/90 Parcel # 8-7-54-2-4-804	lodered II-	
VeteParcel	(MV.) (M.)	٠.
	Firmed	
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part of the purchase price is attributed to personal property.	Es de	
	-07-36-2-4-0800-00	···
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sessor's Property Tax Parcel/Account Number(s): 03		·•
sessor's Property Tax Parcel/Account Number(s): 03		f6
part of the purchase price is attributed to personal property.  Sessor's Property Tax Parcel/Account Number(s):  03  B-44 (11/96)	-07-36-2-4-0800-00	f 6

(a) PRICE								_
	<b>s</b> _	64,000.00	)	Total Price				- 1
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Less								
Results in		61,500.00						
(b) ASSUM	ED OBL	IOATIONS Rus		Amount Fi	nanced by Seller			
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(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payment on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amount so paid plus a fate charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

7. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Selfer:

#### ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDIENDUM.

- 8. 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 ussumed 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. Any personal property included in the sale shall be included in the fulfillment deed.
- 9. 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.
- 10. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) or (c) has been consented to by Buyer in writing.
- 11. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or \_
- 19\_\_\_\_\_\_, whichever is later, subject to any tenancies described in Paragraph 7.
- 12. 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 the 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. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
- 13. 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 balances owed on obligations assumed by Buyer plus 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.

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- 14. 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.
- 15. 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 as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws
- 16. RISK OF LOSS. Buyer shall bear the 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.
- 17. 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. Buyer shall not remove commercial timber without the written consent of Seller.
- 18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.
- 19. 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 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.
- 20. 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. 61.30, RCW, 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 a late charge of 5% of the amount of such delinquent payments 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.
  - (e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.
- 21. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 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.
- 22. 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.
- 23. 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.

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page 4 of 6



<ol> <li>ATTORNEYS' FEES AND COSTS. In the asonable attorneys' fees and costs, including cost any suit instituted arising out of this Contract asonable attorneys' fees and costs incurred in se</li> </ol>	such suit or proceedings,		
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Buyer at		, and to Seller at	
such other addresses as either party may specify Seller shall also be sent to any institution rece	y in writing to the other party. Notices shall	be deemed given when served or mailed. Notice	
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#### EXHIBIT "A"

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at the Northwest corner of Lot 1, Block 1 the subdivision of Lot 8 of Stevenson Park Addition; thence North 63° 50' West 58.7 feet; thence South 02° 20' East 157 feet to intersection with the North line of the Kanaka Creek Cutoff Road; thence Easterly along the Northerly line of the said road to the Southwest corner of the said Lot 1; thence North along the West line of the said Lot 1 to the point of beginning.

Also Lot 1 Block 1 of the Subdivision of Lot 8 Stevenson Park Addition according to the recorded Plat thereof, recorded in Book "A" of Plats, Page 70 in the County of Skamania, State of Washington.

Excepting that portion conveyed to Skamania County by instrument recorded in Book 57, Page 286, Skamania County Deed Records.

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Notary Public	" , I
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