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BOOK 198 PAGE 519

FILED FOR RECORD
SKAMANIA COUNTY
BY Ronald Reynier
APR 21 1 42 PM '00
Plawny
GARY H. OLSON

AFTER RECORDING MAIL TO:

Name: JUDY GROSS
Address: 26 FIR TREE RD
City/State: WHITE SALMON, WA 98672

REAL ESTATE EXCISE TAX

20793

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

1. Real Property Sales Contract
- 2.

APR 21 2000

PAID 140.40+17.08+27.16

Reference Number(s) of Documents assigned or released:

SKAMANIA COUNTY TREASURER

Additional names on page ___ of document

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

1. William W. Gross and Judy A. Gross

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

1. Brent DeWalt

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

NE 1/4 of the SW 1/4 of S 26, T 4N, R 9E of the WM, in the County of Skamania, State of Washington.

Complete legal description is on page 8 of document

Assessor's Property Tax Parcel/Account Number(s):

04-09-26-0-0-0301-00

Gary H. Martin, Skamania County Assessor

Date 4-21-00 Parcel # 4-9-26-301

Registered	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Filed	<input checked="" type="checkbox"/>
Accepted	<input checked="" type="checkbox"/>

Until A Change is Requested, All Tax
Statements Shall Be Sent To The
Following Address:

Brent DeWalt
PO Box 113
LYLE WA. 98635

REAL PROPERTY SALES CONTRACT

THIS CONTRACT was made this 7th day of October, 1998
between William W. Gross and Judy A. Gross as Seller, and
Brent DeWalt, a single man, P.O. Box 39, Trout Lake,
Washington 98650 as Buyers, with all tax statements to be sent
to the address of Buyers until a change is requested (with the
plural in the following body of this contract to include the
singular when the above heading indicates a singular party);

WITNESSETH: That in consideration of the purchase price
and the agreements herein, Seller agrees to sell to Buyers and
Buyers agree to purchase the real property in ~~Wickitat~~
County, Washington, described as follows:

WA
JAG
B-D

See Attached Exhibit A, incorporated herein by reference.

SUBJECT TO AND EXCEPTING THEREFROM

1. Taxes or assessments which are not shown
as existing liens by the records of any taxing
authority that levies taxes or assessments on real
property or by the public records.

2. Any facts, rights, interests, or claims
which are not shown by the public records but which
could be ascertained by an inspection of said land
or by making inquiry of persons in possession
thereof.

3. Easements, claims of easement or
encumbrances which are not shown by the public
records.

4. Discrepancies, conflicts in boundary
lines, shortage in area, encroachments, or any
other facts which a correct survey would disclose,

and which are not shown by public records.

5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

8. The lien of real estate Excise Sales Tax upon any sale of said premises, if unpaid.

9. Rights of the public in and to that portion lying within roads.

for the purchase price of Eleven Thousand and 00/100 (\$11,000.00) DOLLARS. No funds have been paid. The remaining balance in the amount of ELEVEN THOUSAND AND 00/100 (\$11,000.00) DOLLARS payable in monthly installments of ONE HUNDRED FORTY AND 00/100 (\$140.00) DOLLARS per month with the first installment due on the 1st day of November, 1998, and subsequent payments on the 1st day of each month thereafter, with interest accruing on the outstanding balance at the rate of 12% per annum until paid. All payments due Seller hereunder shall be made by Buyers to Seller at 26 Fir Tree Road, White Salmon, WA 98672.

PREPAY PRIVILEGES: Buyers shall have the privilege of increasing any installment or prepaying the whole consideration at any time; provided that no additional payments shall be credited as regular future payments nor excuse Buyers from making the regular installments provided for in this contract.

TAXES: All current taxes levied against the above described property for the current year or prior years are the responsibility of Buyers. Buyers agree to pay all taxes which are hereafter levied against the property within the time limits set forth such annual payments and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the property.

PROOF OF PAYMENT OF TAXES: Buyers shall provide Seller with proof that the taxes have been paid in full no later than December 31st of each year.

POSSESSION: Buyers shall be entitled to possession of the premises immediately upon the signing of this contract.

ASSIGNMENTS: The rights of the Buyers herein shall not be assigned in whole or in part, voluntarily or by operation of law, without the written consent of the Seller and if they should be so assigned without written consent, the Seller may at her election, or at any time thereafter, declare the remaining purchase price and all due hereunder, immediately due and payable.

IMPROVEMENTS, ALTERATIONS AND REPAIRS: Buyers agree that all improvements now located or which shall hereafter be placed on the premises shall remain a part of the real property and shall not be removed. Buyers shall not commit or suffer any waste of the property or of any improvements thereon, and shall maintain the property and all improvements now or hereafter placed thereon, in good condition and repair. Buyers shall remove no timber from the property during the term of this contract.

INSURANCE: Buyers agree to keep all insurable buildings on said premises insured against loss by fire or other casualty with extended coverage clause attached to said policy in an amount not less than 100% of the full insurable value thereof in some fire insurance company doing business within the State of Washington, with the loss payable to the parties hereto as their interest appears at the time of the loss. Provided, however, that Buyers' obligations according to the terms of this paragraph shall continue so long as there is a payment obligation by Buyers to Sellers according to the terms of this contract. If this contract is assigned by Buyers, the assignee of Buyers' interest in this contract shall provide insurance according to the terms of this paragraph. Any amount received by Sellers under an insurance policy in payment of a loss shall be held in abeyance for a period of 40 days. If the costs to repair or replace the loss is of such amount that the insurance payment will meet the costs of the same, or if the insurance payment together with funds put up by the Buyers will meet the costs of the same, and Buyers within 20 days of the date of the loss notify the Sellers in writing that the Buyers intend to repair or rebuild the improvements that were damaged or destroyed and thereafter within 40 days of the date of said loss, repair or reconstruction of the damages has begun and is carried through to completion within a reasonable period of time, then and in that event the Buyers shall have the right to have the amount of the insurance loss received by the Sellers applied to the payment of the costs of the repairs or reconstruction after first furnishing to Sellers evidence that any debts and liens against the premises due to the construction or repairs have been or will be released. If the insurance proceeds are not so applied to repairs or reconstruction within the 40 days, then the insurance proceeds shall be applied to the last maturing installment coming due under the terms of this contract. Buyers promise and agree to promptly deliver the fire insurance policy or a certificate thereof to Sellers on

an annual basis.

TITLE EVIDENCE: Buyer shall furnish at buyer's expense a purchaser's title insurance policy in the amount of the purchase price within thirty (30) days from the closing of this transaction insuring Buyers against loss or damage sustained by them by reason of the unmarketability of Seller's title, or liens or encumbrances thereon excepting the exceptions shown above and the usual printed exceptions in such title insurance policies.

DELIVERY OF DEED: Upon payment of the entire purchase price for the property and performance by Buyers of all other terms, conditions and provisions hereof, Seller shall forthwith deliver to Buyers a Deed conveying whatever interest Seller has in regard to the property excepting those liens placed upon the property or suffered to come thereon by Buyers before or after the date of this contract.

REPRESENTATIONS: Buyers certify that they have accepted and entered into this contract on the basis of their own examination and personal knowledge of the premises and their opinion of the value thereof; that no attempt has been made to influence their judgment and no representation as to the applicability of laws and regulations of any public authority affecting the premises and the use thereof, conditional or otherwise, has been made by Seller or by any agent of Seller; that no representations as to the condition or repair of said premises have been made by Seller or by any agent of Seller; that no agreement or promise to alter, repair, or improve said premises has been made by Seller or by any agent of Seller; and Buyers take said property and the improvements thereon in the condition existing at the time of this agreement.

Buyers have been informed and hereby acknowledge that the firm of RONALD H. REYNIER, P.C. is acting as the attorney for the Seller and is not in any manner representing the interest of the Buyers or giving legal advice to Buyers in connection with this contract of sale.

WAIVER: Failure by Seller at any time to require performance by Buyers of any of the provisions hereof shall in no way affect the Seller's rights hereunder to enforce the same, nor shall any waiver of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

SUCCESSOR INTERESTS: The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

COSTS AND ATTORNEY FEES: If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, collection agency charges; expenses of preparing, serving, mailing, posting, publishing and recording any notices; title search expenses; and reasonable attorney's costs and fees, and the failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In case litigation is instituted arising directly or indirectly out of this contract, the prevailing party shall be entitled to reasonable

attorney fees upon trial or any appeal.

DEFAULT PROVISIONS: In the event that Buyers shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Seller shall, at her option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity;

(b) To accelerate the balance owed with 15 notice to buyers and to declare the full unpaid balance of the purchase price immediately due and payable;

(c) To cancel and render void all rights, titles and interests of the Buyers and their successors in this contract and in the property (including all of Buyers' then existing rights, interests and estates therein and timber, crops 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 Seller records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract the Seller may retain all payments made hereunder by the Buyers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Buyers and any person or persons having possession of the property by, through or under the Buyers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. If the Buyers or any person or person claiming by, through or under the Buyers 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 Buyers, or such person or persons, shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the property, and may recover from the Buyers 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 Seller's reasonable attorney's fees.

(d) To specifically enforce the terms of this contract by suit in equity;

Buyers shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Seller to Buyers and Buyers shall have failed to remedy said default within thirty (30) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Buyers at the address given above.

If Buyers shall fail to make payment as herein provided and said failure shall continue for more than fifteen (15) days after the payment becomes due, Buyers shall be deemed in default and Seller shall not be obligated to give notice to Buyers of declaration of said default.

Receivership: The parties hereto recognize and agree that in the event of default by the Buyers in making any payments or in the performance of any of the other terms and conditions of this contract, the period of time involved in repossessing the property, forfeiting this contract, or in obtaining possession of the property by judicial process could

cause irreparable damage to the Seller and to the property or the possible acceleration of the debts secured by the prior encumbrances. Therefore, the Buyers hereby expressly agree that in the event of any default under this contract which is not cured, the Seller shall have the right to apply to the Superior Court of the county in which the real property is situated for the appointment of a receiver under Chapter 7.60 of the Revised Code of Washington (or any chapter supplemental thereto) to take charge of and maintain control of, manage, farm, or operate the property, to evict tenants therefrom who are not then in compliance with their leases, to lease any portion or all of the property in the name of the Buyers on such terms as the receiver may deem advisable, make such alterations, repairs and improvements to the property as the receiver may deem advisable, and to receive all rents and income therefrom and issue receipts therefor, and out of the amounts that are so received to pay all of the debts and obligations for which the Buyers are liable hereunder prior to or during the period of the receivership, including, without limitation, payments on or for this contract, prior encumbrances, taxes, assessments, insurance premiums, utility bills and cost of operating, maintaining, repairing and managing the property. Any sums received by the receiver in excess of said amounts shall be retained by the receiver to discharge all remaining liabilities of the Buyers under this contract until the entirety of such obligations have been satisfied, at which point any remaining excess shall be paid to the Buyers without interest.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The undersigned acknowledge receipt of a copy of this contract before signing same.

WITNESS the hands and seals of the parties hereto the day and year first hereinabove written.

BUYER:

Brent Dewalt
BRENT DEWALT

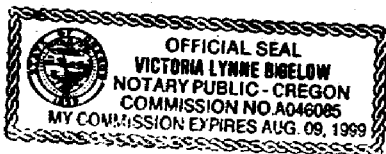
SELLERS:

William Gross
WILLIAM GROSS
Judy Gross
JUDY GROSS

STATE OF Oregon)
County of Hood River) ss.

SUBSCRIBED AND SWORN to before me this 22nd day of February, 1991 by BRENT DEWALT, who is known to me to be BRENT DEWALT who acknowledged before me that he executed this Real Property Sales Contract freely and voluntarily.

Victoria Lynne Bigelow

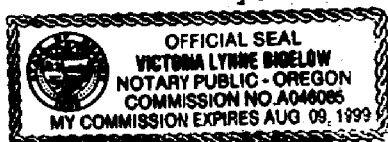


PHILLIPS REYNOLDS & SUMNERFIELD
60 BOX 25
718 STATE STREET
HOOD RIVER, OREGON 97031
(541) 386-4284

Notary for Oregon
My Commission Expires: 8-9-99

STATE OF Oregon)
County of Hood River) ss.

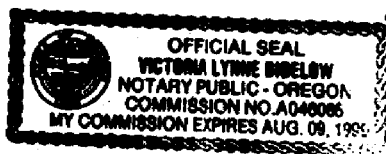
SUBSCRIBED AND SWORN to before me this 7th day of October, 1998 by WILLIAM GROSS, who is known to me to be WILLIAM GROSS who acknowledged before me that he executed this Real Property Sales Contract freely and voluntarily.



[Signature]
Notary for Oregon
My Commission Expires: 8-9-99

STATE OF Oregon)
County of Hood River) ss.

SUBSCRIBED AND SWORN to before me this 7th day of October, 1998 by JUDY GROSS, who is known to me to be JUDY GROSS who acknowledged before me that she executed this Real Property Sales Contract freely and voluntarily.



[Signature]
Notary for Oregon
My Commission Expires: 8-9-99

**EXHIBIT A
REAL PROPERTY SALES CONTRACT
GROSS/DEWALT TRANSACTION**

WP A tract of land in the Northeast Quarter of the Southwest Quarter of Section 26, Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, Assessor's parcel number 04-09-26-0-0-0301-00, described as follows:

Lot 2 of the RALPH CLAFLIN SHORT PLAT, recorded in Book 3 of Short Plats, Page 18, Skamania County Records.

Subject to the rights of the public in and to that portion lying within roads.