

139192

BOOK 202 PAGE 795

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

SEP 22 12 22 PM '00

*Olson*  
AUDITOR  
GARY H. OLSON

**AFTER RECORDING MAIL TO:**

Name *1st Independent Bnd*

Address

City/State *Steverson WA*  
*Box 23537*

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

1. *Contract*
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

*6-9-97 to B/66 p17*

☐ Additional numbers on page \_\_\_\_\_ of document

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

1. *Quoss, Robert*
- 2.
- 3.
- 4.

☐ Additional names on page \_\_\_\_\_ of document

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

1. *Wahls, Robert*
2. *Wahls, Colleen*
- 3.
- 4.

☐ Additional names on page \_\_\_\_\_ of document

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

*Lot 3 Robert Quoss short plat, recorded B3  
of short plat, page 296.*

☒ Complete legal description is on page *2* of document

Assessor's Property Tax Parcel / Account Number(s): *03073610-0600*

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

 First American Title  
Insurance Company

*(this space for title company use only)*

Ref. No. *1*  
Indexed *1*  
Recorded *1*  
Filed *1*  
Date *9-22-00* Parcel # *3-7-36-1-600*  
*600*

Gary H. Martin, Skamania County Assessor

12828

BOOK 166 PAGE 17

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Robert Quoss

JUN 9 9 50 AM '97

O. Olson  
AUDITOR  
GARY H. OLSON

BOOK 202 PAGE 796

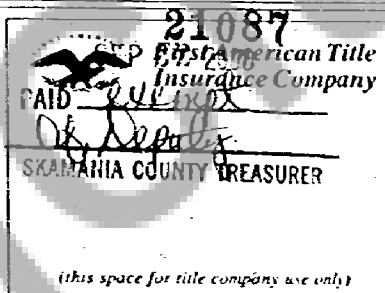
## AFTER RECORDING MAIL TO:

Name 1st Independent Bank

Address \_\_\_\_\_

City/State Stevedore Wash

REAL ESTATE EXCISE TAX

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS  
SIGNING THIS CONTRACT -- WHETHER INDIVIDUALLY OR AS  
AN OFFICER OR AGENT -- IS NOT A PART OF THIS CONTRACT.REAL ESTATE CONTRACT  
(Residential Short Form)1. PARTIES AND DATE. This Contract is entered into on April 1, 1997,  
between ROBERT QUOSS, as his separate estate,as "Seller" and  
ROBERT WAHTO and COLLEEN WAHTO, 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  
estate in Skamania County, State of Washington:Lot no. 3 of the ROBERT QUOSS SHORT PLAT, Recorded in B3 of Short  
3802 plat, page 296(The parties agree that the correct legal description will be inserted  
when the Robert Quoss Short Plat is finalized.)

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

None. Gary H. Martin, Skamania County Assessor

Date 9-22-00 Parcel # 3-7-36-1-000  
PM

No part of the purchase price is attributed to personal property.

18844  
REAL ESTATE EXCISE TAX

JUN 09 1997

PAID 1191.20 + 22.82 + 149.12

SKAMANIA COUNTY TREASURER

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

(The parties agree that the Assessor's Property Tax Parcel Number will  
be inserted when the Robert Quoss Short Plat is finalized.)

LPB-44 (11/96)

For \$100	✓
For \$200	✓
For \$300	✓
For \$400	✓
For \$500	✓
For \$600	✓
For \$700	✓
For \$800	✓
For \$900	✓
For \$1000	✓

Page 1 of 6

Gary H. Martin, Skamania County Assessor  
 Date 9-22-00 Parcel # 3-7-36-1-000  
PM



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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 amounts so paid plus a late 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 Seller.

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM

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 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. 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 1.e., April 1,  
19 97, 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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24. ATTORNEYS' 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.

25. 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 111 Guide Meridian, Stevenson WA 98648

and to Seller at POB 587, Carson WA 98610

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.

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

27. 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.

28. OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER

INITIALS:

BUYER

29. OPTIONAL PROVISION -- ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER

INITIALS:

BUYER

30. OPTIONAL PROVISION -- 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 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. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER

INITIALS:

BUYER

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31. OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER

INITIALS:

BUYER

32. OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ \_\_\_\_\_ per \_\_\_\_\_.  
Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

BUYER

33. ADDENDA. Any addenda attached hereto are a part of this Contract.

34. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supercedes all prior agreements 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

*Robert Quoss*  
ROBERT QUOSS

BUYER

*Robert Wanto*  
ROBERT WANTO  
*Colleen Wanto*  
COLLEEN WANTO



### ADDENDUM TO REAL ESTATE CONTRACT

Seller: ROBERT QUOSS, as his separate estate

Purchaser: ROBERT WAHTO and COLLEEN WAHTO, husband and wife

Closing date: April 1, 1997

- Provisions:
1. The parties agree that no commercial timber shall be cut from the property prior to full payoff of the contract with the exception for preparation of a building site.
  2. Buyer and Seller agree that all funds paid as earnest money or as the down payment are to be held in escrow at First Independent Bank, Stevenson, Washington, until the Seller has completed the ROBERT QUOSS SHORT PLAT, which has been filed with Skamania County. A copy of that preliminary short plat is marked "Exhibit A", attached hereto, and by reference incorporated herein.
  3. The parties agree that the legal description of the subject property may be revised to reflect any revisions in said short plat made as a result of the appropriate county official's reviewing process.
  4. Notwithstanding the provisions of paragraph #13 of the foregoing Real Estate Contract, at no time shall the buildings on the property be insured for less than \$80,000.00.

000100

EXHIBIT "A"

LEGAL DESCRIPTION OF  
BASIS OF BEARING  
THIS SURVEY WAS CONDUCTED  
USING A TOTAL STATION  
OCTOBER 1995  
STANDARDS FOR SURVEYING





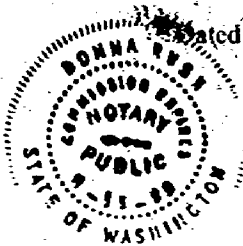
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STATE OF WASHINGTON )

County of Skamania )

I certify that I know or have satisfactory evidence that ROBERT QUOSS is the person who appeared before me, and said person acknowledged that he signed this instrument consisting of a six page real estate contract with a one page addendum and one exhibit to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated this 14<sup>th</sup> day of April, 1997.

*Donna Rush*

Notary Public for Washington

residing at White Salmon therein.

Commission expires: 04-23-2000.

*Stevenson*  
8-15-99

STATE OF WASHINGTON )

County of Skamania )

I certify that I know or have satisfactory evidence that ROBERT WAHTO and COLLEEN WAHTO are the persons who appeared before me, and said persons acknowledged that they signed this instrument consisting of a six page real estate contract with a one page addendum and one exhibit to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 14<sup>th</sup> day of April, 1997.



*Donna Rush*

Notary Public for

residing at Stevenson

Commission expires: 8-15-99