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BOOK 203 PAGE 333

RETURN ADDRESS:

Ted A. And Rose M. Gores
 P.O. Box 463
 North Bonneville, WA 98639

FILED FOR RECORD
 SKANANIA CO. WASH
 BY Bill & Sybil Spradlin

OCT 10 2 15 PM '00

Olson
 AUDITOR
 GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Real Estate Contract DTD 10.10.2000
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Spradlin, Bill G.
2. Spradlin, Sybil R.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

REAL ESTATE EXCISE TAX

GRANTEE(S) (Last name, first, then first name and initials)

1. GORES, TED A.
2. GORES, ROSE M.
- 3.
- 4.

21126

OCT 10 2000

PAID 330.00 + 6.25 = 336.25

10-10-2000, *Olson*

SKANANIA COUNTY TREASURER

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter Quarter)

LOT 20 BLK 4 RELOCATED N. BONNEVILLE, WA

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Gary M. Olson, Skanania County Auditor

Date 10-10-2000 Parcel # 2-7-1-1-2000

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

PARCE L-A 02-07-19-4-4-2000-00

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers on Page _____ 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.

Real Estate Contract**PARTIES:**

Bill G. and Sybil R. Spradlin, as "Seller", of 405 Columbia, North Bonneville, WA.

Phone: (509) 427-4008 and

Ted A. and Rose M. Goeres as "Buyer" of 421 Columbia, North Bonneville, WA.

Phone: (509) 427-7155 hereby agree

that the Seller shall sell and Buyer shall buy the following property upon the following terms and conditions:

I. DESCRIPTION:

a) Legal description of real estate ("Property") located in Skamania County,

Washington:

Lot 20 BLK 4 RELAXATED NORTH BONNEVILLE, WA.

R070 sq. ft. 420 Columbia

Assessor's Property Tax Parcel # 02-07-19-4-4-2000-00-TC'A 20

2-7-19-4-4-2000
10-10-2000
9/4/00

b) Street address of the Property being conveyed is 420 Columbia, North Bonneville, Washington

c) Personal property including all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, and:

II. PURCHASE PRICE \$25,000.00**PAYMENT:**

The following terms: the total purchase price is twenty-five thousand dollars (\$25,000.00) of which the sum of five thousand dollars (\$5,000.00) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of twenty thousand dollars (\$20,000.00) to be paid in the amounts and at the times stated as follows:

Two hundred, forty-two dollars and sixty-six cents (\$242.66) per month on or about the 15th of each month for ten years. (With interest on all deferred payments to be computed from the date of this contract at the rate of 8% per annum and to be paid on each principal paying date.) Purchaser may make larger payments at anytime, or pay the contract in full without penalty, and interest shall immediately cease on all payments so made.

III. PROVISIONS WITH RESPECT TO CLOSING

a) Closing Date. The consummation of the transaction contemplated by this Contract ("Closing") shall take place at such place as designated by Seller on or before October 10, 2000 or at such earlier date as agreed mutually, unless extended by other provisions hereof.

b) Seller's Obligation at Closing. At Closing, Seller shall do the following:

Deliver the Property to Purchaser subject to:

- (i) taxes and assessments for year of closing and subsequent years;
- (ii) restrictions, easements and zoning ordinances of record, if any;
- (iii) public utility easements of record, if any.

c) Purchaser's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and concurrently with the performance by Seller of its obligations set forth in Section III b) above, Purchaser

shall deliver to Seller cashier's check or other immediate local funds in the amount set forth in Section II of this Contract.

d) Closing Costs.

Seller shall pay the following costs and expenses in connection with the Closing:

50% of all closing costs.

Purchaser shall pay the following costs and expenses in connection with the closing:

50% of all closing costs.

e) Proration of Taxes. Taxes for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

IV. PROVISIONS WITH RESPECT TO DEFAULT

a) Default by Purchaser. If Purchaser fails to perform this Contract, the deposit this day paid by Purchaser as aforesaid shall be retained by or for the account of Seller as consideration for the execution of this Contract. In such event the parties agree that said sum shall constitute liquidated damages since both Purchaser and Seller agree that actual damages for default or breach of contract could not readily be ascertained at the date of execution of this Contract.

b) Default by Seller. If Seller fails to perform this Contract, the aforesaid deposit shall be returned to Purchaser and this shall be the sole remedy of Purchaser under this Contract.

V. OTHER CONTRACTUAL PROVISIONS

a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Contract, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above. Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

b) Assignability. The Purchaser is prohibited from assigning all or any part of this Contract.

c) Entire Contract. Modification. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous contracts, understandings, representations, and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d) Applicable Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of Washington.

e) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Contract.

f) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

g) Counterparts. This Contract may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Contract

h) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa

i) Severability. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein

j) Time for Acceptance & Effective Date. If this offer is not executed by both parties hereto on or before October 10, 2000, the aforementioned deposits shall be returned to Purchaser, and this offer shall thereafter be null and void. The date of the Contract ("Effective Date") shall be the date when the last one of the Seller and Purchaser has signed this offer

IN WITNESS WHEREOF, the parties hereto have signed and executed this Contract

Ted A. and Rose M. Goeres
Purchaser(s)

Bill G. and Sybil R. Spradlin
Seller(s)

x Theodore A. Goeres
x Rose M. Goeres

x Bill G. Spradlin
x Sybil R. Spradlin

STATE OF WASHINGTON.

County of Skamania

} SS
Theodore A. & Rose M. Goeres and
Bill G. and

I certify that I know or have satisfactory evidence that Sybil R. Spradlin is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 10th day of October, 2000.



Peggy B. Lowry
Print Name Peggy B. Lowry
Notary Public in and for the State of Washington
My appointment expires: 12/31/03