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SKAMANIA CO. WASH
BY James Vaughan

Dec 11 11 09 AM '00

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AUDITOR

REAL ESTATE EXCISE TAX GARY M. OLSON

Return Address:

James Vaughan

11611 Washougal R.v. Pl.

Washougal, Wa 98671

21239

DEC 11 2000

PAID 294.40

In Register

REAL ESTATE CONTRACT

SKAMANIA COUNTY TREASURER

Indexing information required by the Washington State Auditor's Recorder's Office, (RCW 43.18 and RCW 59.04) 1-97

Reference # (if applicable):

Grantor(s): (1) Enid Doloris Rand (2) Add'l. on pg

Grantee(s): (1) James Levi Vaughan (2) Leanne Kay Vaughan

Add'l. on pg Legal Description (abbreviated): Lot 3 of the Amended Daniel Min. Short Plat recorded in Book 3 pg. 370-371, Skamania County, Wash. Aud. Recs.

Add'l. legal is on pg Assessor's Property Tax Parcel/Account #

THIS AGREEMENT, Made and entered into this 1st day of December, 2000, by and between Enid Doloris Rand hereinafter called the Seller, residing in the City of Washougal, State of Washington and James and Leanne Vaughan hereinafter called the Purchaser, residing in the City of Washougal, State of Washington.

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

2.01 Acres - Lot 3 of the Amended Daniel Min. Short Plat recorded in Book 3 pg. 370-371, Skamania County Auditors Records, Stevenson, Washington. There are currently no buildings on the property.

Gary H. Martin, Skamania County Assessor

Date 12-11-00 Parcel # 2-5-33-2507

OFF # 2500

situated in Skamania County, State of Washington on the following terms: the total purchase price is Twenty three thousand and no Dollars (\$23,000) of which the sum of \$500.00 Dollars (\$500.00) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of Twenty three thousand and no Dollars (\$23,000) to be paid in the amounts and at the times stated as follows:

\$500.00 per month starting on Dec. 1, 2000 directly to the seller. Payments will be paid on the 1st of the month, each month until the balance is paid. Payments must be completed within 52 months.



Real Estate Contract
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BOOK 205 PAGE 45

with interest on all deferred payments, to be computed from the date of this agreement at the rate of 5 percent per annum and to be paid on each principal paying date. Purchaser may make larger payment at anytime or pay the contract in full, and interest shall immediately cease on all payments so made.

It is agreed that the Purchaser shall have possession of said premises from the 1 day of December 2000, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than NA Dollars (\$ NA).

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 5 percent per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss and damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the Purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written and recorded notice to the Purchaser, and at the expiration of 90 days thereafter this agreement shall be at an end and null and void if in the meantime the terms of the agreement have not been complied with by Purchaser. In such event and upon Seller doing so, and upon compliance with the provisions of R.C.W. 61.30, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: 11611 Washington River Road, Washouak, Wa. 98671 or at such other address as the Purchaser shall indicate to the Seller or Seller's agent or attorneys in writing or which is known to the one giving notice.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made at 21 Silver Star Drive, Washouak, Wa. 98671.

It is further agreed that: Seller will give buyers an easement to use Deer Creek Drive to access the property, see Road Maintenance Agreement recorded in Vol. 5 PS 376-377, All Survey, sheet 1, well drilling and road maintenance costs to be paid by the buyers.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

James L. Vaughan
Purchaser
Leanna Vaughan

Erin Doloris Rand
Seller

STATE OF WASHINGTON.

County of Clark

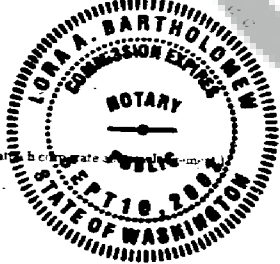
SS.

(INDIVIDUAL ACKNOWLEDGEMENT)

Leanna Vaughan

I certify that I know or have satisfactory evidence that James L. Vaughan and Erin D. Rand are the person who appeared before me, and said person acknowledged that James L. Vaughan signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 8 day of December, 2000.



Lora Bartholomew
Print Name Lora Bartholomew
Notary Public in and for the State of Washington
My appointment expires: 9/10/2004

If Seller is a corporation, attach certificate of incorporation.