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EXCEPT that portion conveyed to the Town of Stevenson by instrument recorded September 28, 1965, in Book 55, page 4, Skamania County Deed Records. Subject to that certain deed of Trust in favor of Riverview Community Bank and recorded at Book 199, Page 877, record of Skamania County.

Parcel Number: 02-07-01-1-0-0100-00

The terms and conditions of this contract are as follows:

Price and Payment Terms

1. The purchase price is Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00) payable as follows:
  - a. Purchasers shall pay Five Thousand and No/100 Dollars (\$5,000.00) on the date of the execution of this agreement.
  - b. The Purchasers further agree to pay Twenty ~~Five~~ Thousand and No/100 Dollars (\$20,000.00) on or before February 1, 2001. <sup>OK 1</sup>  
<sub>CLZ</sub>
  - c. The Purchasers further agree to pay One Thousand Three Hundred Sixty and No/100 Dollars (\$1,360.00) per month beginning on February 10, 2001 and continuing on the same day of each month thereafter until March of 2002 at which time they shall pay the unpaid principal balance of \$195,000.00. Purchaser may pay, without penalty, said unpaid principle balance at any time prior to March 2, 2002.
2. Purchasers agree to pay \$50.00 as reasonable liquidated damages, and not as a penalty, in the event that any regularly scheduled payment is made after the due date but prior to the expiration of 5 days from the due date. Such amounts shall be added to the principal balance remaining unpaid. In the event payment is not made within 5 days of the due date it shall constitute a default hereunder.
3. All payments to be made hereunder shall be made to Riverview Community Bank, PO Box 10, Stevenson, WA 98648, or at such other place as the Sellers may direct in writing.
4. As referred to in this contract, "date of closing" shall be the date that this contract is signed by the parties.

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5. Closing Costs

5.1 Seller's Closing Costs. Seller shall pay the real estate excise tax associated with the transfer.

5.2 Purchaser's Closing Costs. Purchaser shall pay recording fees for the real estate contract.

6. Pro-rated Items. The following shall be pro-rated as of the date of closing:

- a. Real property taxes;
- b. Interest, water and other utilities constituting liens, if applicable.

7. The Purchasers agree to pay before delinquency all taxes and assessments, including but not limited to any governmental improvement assessments or charges that may arise between grantor and grantee hereafter become a lien on said real estate. Upon request by Sellers, Purchasers will show proof of said payments.

Inspection

8. The Purchasers agree that full inspection of said real estate has been made and that neither the Sellers nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the Purchasers or Sellers or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

- a. Purchasers are acquiring the property "as is" and Sellers make no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Purchasers state Purchasers acknowledge that Purchasers have made their own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant they may retain. Purchasers may not rely upon any representation of any party whether or not such party purports to act on behalf of Sellers, unless the representation is expressly set forth therein or in a subsequent document executed by Sellers. All representations, warranties, understandings and agreements between Sellers and Purchasers are merged herein and shall not survive closing. Purchasers expressly waive the right to any Residential Sales Disclosure Statement under RCW 64.06 et seq.

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- b. The Purchasers acknowledge that Sellers have advised them about two sump stations where occasional ground water problems may occur during extreme weather conditions in the basement of the home and of a leak in the pool heater and accept those conditions without further recourse to Sellers. Sellers represent that they know of no other material ground water problems.
- c. Purchasers are aware that fences may not be located on the boundary lines but are generally correct and have existed for over 20 years.

Inspection of Premises and Miscellaneous Provisions

9. Purchasers agree that a full inspection of the premises has been made and both parties agree that prior to date of closing the Sellers will perform no maintenance and construction items. That any defective conditions existing have been adjusted for by a reduction in the purchase price. Purchasers have been informed as to ground water conditions that may occur during times of extreme weather that could effect the basement area of the house.

Taking

10. The Purchasers assume all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use and agrees that any such taking shall not constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the Sellers and applied as payment on the purchase price herein unless the Sellers agree in writing to allow the Purchasers to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

Insurance

11. The Purchasers agree to keep any improvements or future improvements located on the property insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the Sellers and with loss payable first to Sellers as their interest may appear, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the Sellers. All such policies shall provide that they cannot be amended or canceled without ten (10) days written notice to Sellers.

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In the event of loss or damage to the property which is required to be insured hereunder, and except as otherwise required by any prior encumbrance and the then holder thereof, the insurance proceeds shall, at the option of the Sellers, be used to repair, rebuild, or replace all improvements and personal property which may have been destroyed or damaged to the extent necessary to restore and replace them to substantially the same condition which existed immediately prior to the casualty, subject to such modifications as may then be required by law or to which the Sellers agree in writing. Immediately upon receipt, all insurance proceeds, together with any other sums required to complete the repairs and restorations, shall be placed in a construction disbursement account with an escrow agent or other person jointly designated by the Sellers and the Purchasers and shall be disbursed periodically in amounts corresponding to the percentage of completion of repairs; provided, however, that in the event this contract is forfeited, any portion of such replacement costs due as of the date of such forfeiture shall be immediately paid to the Sellers. No construction may be commenced until all sums required to pay the costs thereof have been deposited in the disbursement account. The expenses of said disbursement account and the expenses of obtaining percentage completion certificates shall be paid by the Purchasers, and the Purchasers shall be responsible for depositing in the disbursement account the amounts necessary to pay all costs of repairs, reconstruction and replacements which are not covered by the insurance proceeds. In the event the Purchasers intend to construct improvements which are materially different from those so damaged or destroyed, Purchasers shall first obtain the Sellers' written consent. All repairs and replacements shall be commenced within sixty (60) days following the date the Purchasers commence to reconstruct and shall be continuously pursued with due diligence. Subject to the terms of any prior encumbrances, any casualty insurance proceeds which are not used to pay for repairs or replacements permitted by the terms of this paragraph shall be paid to the Sellers and applied against the principal balance last due hereunder.

If (a) the Purchasers elect not to repair the damage, or (b) the Sellers consent to different improvements is not waived or given, or (c) the Purchasers have not deposited into the disbursement account all sums in excess of available insurance proceeds required for reconstruction by the date construction is required to commence, or (d) construction is not commenced when required or not continuously pursued, (subject to delays beyond the reasonable control of the Purchasers), the Sellers may require that all casualty insurance proceeds be immediately paid to the Sellers or to the holder of a prior encumbrance having a valid claim thereto which is prior to the loss. The Purchasers shall make the elections provided for in this paragraph within sixty (60) days following the date of the casualty, and the Sellers shall respond in writing to a written request to construct materially different improvements within twenty (20) days after said request. Any failure of the Purchasers to timely make any such election shall enable the Sellers to apply the insurance proceeds against the principal last due under this contract, and any failure of the Sellers to timely respond to any such request shall be deemed an approval thereof.



Damage to or destruction of the property or any portion thereof shall not constitute a failure of consideration or provide a basis for the rescission of this contract, nor shall such circumstances relieve the Purchasers of their obligation to pay the remaining installment amounts when due. In the event of any failure of the Purchasers to obtain or timely pay any premiums for any insurance required by this paragraph, the Sellers may require the Purchasers to deposit with each installment amount an amount reasonably estimated by the Sellers to be necessary to discharge the next ensuing premiums for said policies, said estimates to be adjusted by the Sellers upon receipt of the premium invoices to reflect the actual amount of such liabilities. The payments so made which have not been applied against such liabilities shall be returned to the Purchasers with the delivery of a statutory warranty fulfillment deed to the Purchasers at such time as the purchase price and interest requested hereunder has been paid in full. The Sellers shall not be liable for interest on said deposits. If not retained in an escrow or collection account, said funds shall be maintained by the Sellers in a segregated account and expended for no other purpose, with interest thereon, if any, being added to the sums so held.

Deed

12. The Sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Purchasers a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the Sellers.

a. Prior Security Interest. Purchasers acknowledge that they are purchasing the premises subject to an existing Deed of Trust in favor of Riverview Community Bank securing a debt of approximately \$365,000.00 and that the subject property is one of two properties used to secure said debt. Upon payment by Purchasers of the full purchase price of \$220,000.00, Sellers will obtain a Reconveyance Deed and release of the subject property from Riverview Community Bank and Sellers will give a full and complete Warranty Deed to the subject property, free of encumbrances except easements of record on the date of closing to the Purchasers.

Possession

13. Unless a different date is provided for herein, the Purchasers shall be entitled to possession of said real estate on the 1<sup>st</sup> day of February, 2001 and to retain possession so long as Purchasers are not in default hereunder. The Purchasers agree to keep any improvements on said real estate in good repair, not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The Purchasers agree to pay all service, installation or

construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date Purchasers are entitled to possession.

Use of Premises

14. Purchasers covenant and agree to make or permit no unlawful, offensive or improper use of the premises or any part thereof.

Assignment

15. The rights hereby granted are personal to the Purchasers and Sellers' reliance upon their ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by Purchasers, nor shall Purchasers make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of Sellers.

Default

16. In case the Purchasers fail to make any payment herein provided, the Sellers may make such payment, and any amounts so paid by Sellers, together with interest at the rate of 12% per annum thereon from date of payment until repaid, shall be repayable by Purchasers on Sellers' demand, all without prejudice to any other right the Sellers might have by reason of such default.

17. Time and the covenants of Purchasers are of the essence of this contract, and it is agreed that in case the Purchasers shall fail to make any payment required herein within 5 days of its due date without notice from Sellers or fail to otherwise comply with or perform any other condition or agreement hereof upon Sellers giving Purchasers thirty (30) days written notice specifying the default and the remedy to be exercised should Purchasers fail to cure all defaults at the expiration of the 30-day period, the Sellers may at their option exercise any of the following alternative remedies:

- a. Suit for Delinquencies. Sellers may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by Sellers for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.

- b. Forfeiture and Repossession. The Sellers may cancel and render void all rights, title and interests of the Purchasers and their successors in this contract and in the property (including all of purchasers' then existing rights, interests and estates therein 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 Sellers record a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract, the Sellers may retain all payments made hereunder by the Purchasers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Purchasers and any person or persons having possession of the said property by, through or under the Purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Purchasers or any person or persons claiming by, through or under the Purchasers 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 Purchasers, or such person or persons, shall be deemed tenants at will of the Sellers and the Sellers shall be entitled to institute an action for summary possession of the property, and may recover from the Purchasers or such person or persons in any such proceeding the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Sellers' reasonable attorneys' fees.
- c. Specific Performance. Sellers may institute suit to specifically enforce any of the Sellers' covenants hereunder.
- d. Property Rental. In the event this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the Sellers and Purchasers, and the Purchasers shall thereafter remain in possession of the property beyond any period otherwise permitted by law, the Parties agree that Purchasers will occupy the property as a tenant at will, and the Purchasers shall be obligated to pay, and hereby promise to pay, during the period of such tenancy at will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two (2) times the installment amount as and when provided for in the specific terms hereof, and the Sellers shall have, in addition to all other remedies for the collection of rentals and



the recovery of possession that are available to landlords under the laws of the State of Washington, the right to institute an action for summary possession of the property as provided by law.

The waiver of Sellers to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the Purchasers shall be deemed only an indulgence by the Sellers with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of Sellers to pursue any of the above remedies for the same or a different breach at a subsequent time; Purchasers agree election of the Sellers to utilize any particular remedy to enforce a breach of this contract shall not preclude Sellers from electing to use an alternate remedy to enforce a subsequent breach. The remedies stated herein are cumulative and not mutually exclusive. Any delay or failure of Sellers to take action upon default shall not be construed as a waiver of said default. If Sellers are required to institute legal action to enforce any of the remedies indicated, Purchasers agree to pay Sellers' costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

Purchaser's Remedies

18. In the event Sellers should default in any of Sellers' obligations under this contract and such default continues for thirty (30) days after the Purchasers provide the Sellers written notice specifying the nature thereof and the acts required to cure the same, the Purchasers shall have the right to specifically enforce this contract, institute suit for damages caused by such default, or pursue any other remedy which may be available to Purchasers at law or in equity.

Notice

19. Any notice, declaration, demand, consent or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To Sellers:

Robert & Claudia Leick  
PO Box 247  
Stevenson WA 98648

To Purchasers:

Christopher R. & Judith Lanz  
PO Box 848  
Stevenson WA 98648

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Entire Agreement

24. This Agreement supersedes any prior agreement and contains the entire agreement of the parties as to the matter covered. No other agreement, statement or promise made by any party or to any employee or agent of any party shall be binding unless made in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

**SELLERS:**

Robert K. Leick  
Robert K. Leick

Claudia Leick  
Claudia Leick

**PURCHASERS:**

Christopher R. Lanz  
Christopher R. Lanz

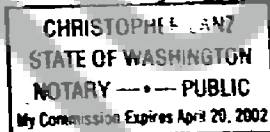
Judith Lanz  
Judith Lanz

STATE OF WASHINGTON )

County of Skamania )

I certify that I know or have satisfactory evidence that Robert Leick and Claudia Leick are the persons who appeared before me, and said persons 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 13 day of December, 2000.



Christopher R. Lanz  
Notary Public in and for the  
State of Washington.  
Commission expires 4/20/2002

STATE OF WASHINGTON )

County of Skamania )

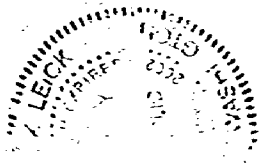
I certify that I know or have satisfactory evidence that Christopher R. Lanz and Judith  
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Lanz are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 13th day of December, 2000.



Rolf K. Leick  
Notary Public in and for the  
State of Washington.

Commission expires Feb. 11, 2002