151633

ROOK 256 PAGE 371

FILL STATE COUNTY THE

Return to:

**Russell Grattan** 1401 SE 163rd Avenue Vancouver, WA 98683 Jm 2 2 40 111 101 U. Jumann

Re: CCT00092578MD

Document Title(s): REAL ESTATE CONTRACT

Reference number(s) of Documents assigned or released:

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

- 1. BIENCOURT, CHRISTOPHER J.
- 2. BIENCOURT, CAROLE F.
- 3. 

  Additional names on page of document.

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

1. WILLIAMS, DAVID I.

- 2. WILLIAMS, PENNY L.
- 3. 

  Additional names on page of document.

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range):

Lot(s) 2, of SP2-146

☑ Additional legal is on page 7 of document.

REAL ESTATE EXCISE TAX

23554

Assessor's Property Tax Parcel/Account Number: JAN - 2 2004

01-05-11-2-0-0302-00

PAIDTLES. + 150.0.918.00

☑ Additional legal is on page 7 of document.

Vicky Cielland, Dead SKAMANIA COUNTY TREASURER

### ☑ If this box is checked then the following applies:

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

WHEN RECORDED RETURN 10:

Name: Russell Grattan
Address: 1401 SE 163rd Ave.
City, State, Zip: Vancouver, WA 98683

# Chicago Title Insurance Company ORDER NO.: W. AVIS MD

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

#### REAL ESTATE CONTRACT

	(RESIDENTIAL SHORT FORM)
husban	AND DATE. This Contact is entered into on December 24, 2003  hristopher J. Biencourt and Carole F. Biencourt
_David	as "Seller" and Williams, husband and wife as "Buyer".
2. SÅLE AN Seller the foli	ID LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from lowing described real estate in Skamania County, State of Washington.  See Exhibit Day 7
Fax Account N	Sumber: 01-05-11-2-0-0302-00 Gary H. Martin, Skainania County Assessor
Abbreviated Le	egal: Lot 2 of SP2-146 Date 1-2-04 Parcel 801-05-112-0-0302
). PERSONAI	PROPERTY. Personal property, if any, included in the sale is as follows:
Vo mart of the	NONE
l. (a)	our chase price is attributed to personal property.
. (0)	FRICE. Buyer agrees to pay:
	Down Payment
	Results in \$ 54,000.00 Amount Financed by Seller
(b)	ASSUMED OBLIGATIONS. Buyer agrees to pay the above assumed Obligation(s) by assuming and agreeing to pay that certain
4	recorded as Recording Number
	Seller warrants the unpaid balance of said obligation is \$ which is payable on or before the day of
(inclu	s on or before the day of interest at the rate of % per annum on the declining balance
	thereof; and a like amount on or before day of each and every
	thereafter until paid in full. (month/year)
4	Note: Fill in the date in the following two lines only if there is an early eash out date.
OTWITHSTA OT LATER TI	NDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL
	ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.
PB-44 11/96 ge 1 of 5	

## ROOK 25L PAGE 373

	PAYMENT OF AMOUNT FINANCED BY SELLER.
	I buyet agrees to pay the sum of \$ 5.4.000.00
	of more at buyer's option up as but
	8.00% (including/plus)  (inclu
	paid in full.  day of each and every month thereafter until
ı	Note: Fill in the date in the following two lines only if there is an early eash out date.
	NOTIVITIES an early cash out date.
ļ	NOT WITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL.
[	Payments are applied for a silver
ſ	Payments are applied first to interest and then to principal. Payments shall be made at 7070 NE High School Road, Bainbridge Island, WA 981 or such other place as the Seller may hereafter indicate in writing.
- [	or such other place as the Seller may hereafter indicate in writing.
	5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments and
•	2015, SCIRT WILL DISK the navious of a contract of the Configuration of
	and discussion of the control of the
	of the assumed obligation(s). Buyer shall immediately after such payment by Seller reimburse Seller for the amount of suc payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorney fees incurred by Seller on connection with making such payment.
10	(a) OBLIGATIONS TO BE DAID BY STALES
1	to (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full:
1	(Mortgage, Deed of Trust, Contract) dated, recorded as
ľ	
	ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.
	(b) EQUITY OF SELLER PLUS OF MAIN
C	qual to the balance owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said
no	neumbrances as of that date.  Buyer shall thereafter make payments directly to the holders of said encumbrances and make  Paragraph 8.
01	o further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions.  Paragraph 8.
ра	(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any years within 15 days Payments within
ра	
	ois assessed by the holder of it.
	series by the payments called for in such prior encumbrance as such prior encumerates
٠.	OTHER ENCHMRDANCES TO THOM TO
fol obl	owing listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the
001	igations being paid by Seller: Buyer and the
	ANY ADDITIONAL NOVAMONETARIA PROPERTY
	ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.
Desc	
Sell	Super or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the er herein. Any personal property included in the sale shall be included in the fulfillment deed.
erc Lec	ATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer or temedies available to Sellon Sellon amount of such payment. Such late payment charge equal to 5% of the amount of such payment.
the	es to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be it is due, Buyer remedies available to Seller and the first amounts received from Buyer after such late charges shall be in addition to all class charges.
o th	r remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied e late charges.
ן יעח	NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in conted to by Buyer in writing.
ons	prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) or (c) has been ented to by Buyer in writing.
	200 SET COLON TO
Já	POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or whichever is later, subject to any together.
	any tenantices described in Paragraph 2
ge	2 of 5

ters in the design the design of the property of the property

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 fiens 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 creeted on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the belances 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 or pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instituctions to apply the funds of 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.

14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

15. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies

16. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

17. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

19. CONDEMNATION. Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds negorate a contract to substantially restore the premises to their condition before the removal. In the condemnation 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 underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

20. DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may: (a) Suit for Installments. Sue for any delinquent periodic payment; or

(a) Suit for Installments. Sue for any definquent periodic payment; or
(b) Specific Performance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
(c) Forfeit Buyer's Interest. Forfeit this Contract pursuant to Ch. 61.30 RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Payer shall be terminated; (ii) the Buyer's rights under the Contract shall be canceled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements and unharvested crops to the Seller 10 days

(d) Acceleration of Balance Due. Given Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within 30 days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.

(e) Judicial Forcelosure. Sue to forcelose this Contract as a mortgage, in which event Buyer may be liable for a deficiency.

21. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's

22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perfern any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless

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**建校工程的证明** 

ROOK 254 PAGE 374

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 Centract 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.

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### BOOK 256 PAGE 375

not be construed as a waiver of strict pe prejudice any remedies as provided here	arty to insist upon strict perfort formance thereafter of all of t gin.	mance of the other party's obligat he other party's obligations hereur	ions hereunder sha ider and shall not
24. ATTORNEYS' FEES AND COST: agrees to pay reasonable attorney's fees other party. The prevailing party in any out of this Contract shall be entitled to reasonable.			
25. NOTICES. Notices shall be either regular first class mail to Buyer at 15	personally served or shall be so	ant equified mail, return receipt re	* proceedings.
- IVVVV NE HIGH SCHOOL R	Cad Dathhutdan	-	and to Call
other addresses as either party may speci mailed. Notice to Seller shall also be ser	fy in writing to the other party it to any institution receiving p	Notices shall be deemed given wayments on the Contract	hen served or
26. TIME FOR PERFORMANCE. Time	is of the essence in performan	ice of any obligations pursuant to t	his Contract
27. SUCCESSORS AND ASSIGNS. Su binding on the heirs, successors and assig			Contract shall be
28. OPTIONAL PROVISION SUBSTI for any personal property specified in Par- clear of any encumbrances. Buyer hereby and future substitutions for such property reflecting such security interest.	HUTION AND SECURITY Congrept 3 herein other personal	ON PERSONAL PROPERTY, Buy Property of like nature which two	OF OWNER CO.
SELLER	INHIALS	BUYER	-47
	-4	/ N N	_
29. OPTIONAL PROVISION ALTER/ the property without the prior written cons Buyer shall not cut to SELLER  Ltoy he Buend	MIONS. Buyer shall not makent of Seller, which consent will mber of any kir	c any substantial alteration to the it ill not be unreasonably withheld, and without Seller's pure BUYER Of Market	
20109		10 mules die	ame
30. OPTIONAL PROVISION DUE ON leases, (d) assigns, (e) contracts to convey, forfeiture or foreclosure or trustee or sheriff at any time thereafter either raise the interes purchase price due and payable. If one or m successive transfers in the nature of items (a Seller to take the above action. A lease of le Buyer, a transfer incident to a marriage dissetake any action pursuant to this Paragraph; provisions of this paragraph apply to any su	's sale of any of the Buyer's in trate on the balance of the pur- ore of the entities comprising to ) through (g) above of 49% or ss than 3 years (including opti- obution or condemnation, and	nterest in the property or this Control chase price or declare the entire ba he Buyer is a corporation, any tran more of the outstanding capital sit ons for renewals), a transfer to a sp a transfer by in beginning	act, Seller may lance of the sifer or sek shall enable ouse or child of
Otephen Bring	INITIALS	BUYER	
Cal But		Alex Hersell	un.
DAYMONT IN CASES OF THE MINIMUM required or payments in excess of the minimum required or payment penalties on condition	SENT PENALTIES ON PRIO	R ENCUMBRANCES. If Buyer el	Mamo octs to make
orepayments, incurs to payment penalties on ocnalties in addition to payments on the purel	prior encumbrances. Buyer ag luse price.	rees to forthwith pay Seller the am	an Count of Such
SELLER	INITIALS	BUYER	
	de la constante de la constant		
PB-44 11/96 age 4 of 5	:	·	<del></del> .

### BOOK 25 PAGE 374

payments on the purchase price, Buyer agrees to principle of the insurance premium as will approximately total the	pay Seller such portion	on of the real estate t	CE. In addition to the	periodic and fire
The payments during the current		are current year basi	ed on Seller's reasona	ble estimate.
Such "reserve" payments from Buyer shall be a premiums, if any, and debit the amounts so paid to April of each year to reflect excess or deficit balan to a minimum of \$10 at the time of adjustment.	rue interest. Seller so the reserve account ices and changed cos	hall pay when due a Buyer and Seller's ts. Buyer agrees to	dI real estate taxes and half adjust the reserve bring the reserve acco	I insurance account in unt balance
SELLER	INITIALS		BUYER	
33. ADDENDA. Any addenda attached hereto are	a part of this Contra			
<ol> <li>ENTIRE AGREEMENT. This Contract constitution agreements and understandings, written or oral. The Buyer.</li> </ol>			and supersedes all pric ting executed by Sell:	or or and
IN WITNESS WHEREOF the parties have signed a	and scaled this Contr.	act the day and year	first above written	. 1
Outopher Brenant	) Suit	BUYER Wil	leani	N
BY: Carle F. Beet	Jem	سحار له	mauril	
STATE OF WASHINGTON )	(C.2)	[ N		
COUNTY OF CLACK , ss.	X		•	
certify that I know or have satisfactory evidence that the person(s) who appeared before me, and said person is knowledged it to be ANAY free and voluntations.	on David I W	Silliams + Per	ring L. Willied this instrument and	<u>u</u> ns
marfun J. D.	MAXINE	L DUFF	ed in this instrument.	
otary Public in and for the State of Washington, esiding at WWON VLV y appoint expires: 6.9.3007	STATE OF W COMMISSIC JUNE S	ASHINGTON PON EXPIRES	-4	
			ED FOR NÖTARY S	EAL
DUNTY OF KIZAY , SS.				4
entify that I know or have satisfactory evidence that person(s) who appeared before me, and said person (nowledged it to be SALLY free and voluntary	carole	F. Birana	encourt +	7)
mowledged it to be Vicey free and voluntary	y act for the uses and	purposes mentione	this instrument and in this instrument.	
tary Public mand for the State of Washington, siding a KIBAD LOUR TO appoint expires: 9 12 2000	V	State ôf Kristiann	ry Public Washington N. STENGELE Expires Aug 12, 200	8
3-44 11/96 e 5 of 5	THE ABOVE S	PACE RESERVE	D FOR NOTARY SE	4
			- OKTO IART SE	AL

#### **ADDENDUM**

**#7 of Real Estate Contract:** 

Covenants, Conditions and Restrictions as shown on the face of the plat.

As indicated on Preliminary Commitment for Title from Clark County Title under order number 92578.









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#### Exhibit A

BEGINNING at a point on the North Boundary of Old Vancouver Cascades Road, now called Riverside Drive, said Point of Beginning being 1793.7 feet South and 2771.2 feet West of the Northeast corner of Section 11, Township 1 North, Range 5 East of the Williamette Meridian, Skamania County, Washington; thence North 44°31' West 455.53 feet; thence North 83°45' West 62.38 feet; thence South 371.5 feet; thence East 365.45 feet; thence North 21°47' East 42.96 feet to the Foint of Beginning.

Also known as Lot 2 of BiLL BEARD SHORT PLATS, recorded December 10, 1979, in Book "2" of SHORT PLATS, pages 146A and 146B, Auditor's File No. 90048, records of Skamanla County, Washington.

Gary H. Martin, Shamania County Associate

0 110 01-2-04 Proces 1-5-11-20-0302-00

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