

Return Address:

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Date: 05/12/2004 11:01A
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$24.00

REAL ESTATE EXCISE TAX

23872

MAY 12 2004

PAID $928.74 + 181.75 = 1110.49$

Audrey Fekken, Deputy
SKAMANIA COUNTY TREASURER

Real Estate Contract

Sellers: 1. Wilhoit, Darrel L., Trustee of the Lana R. Wilhoit Living Trust u/a/d 9/18/99
2. Wilhoit, Lana R., Trustee of the Lana R. Wilhoit Living Trust u/a/d 9/18/99

Buyers: 1. Blaga, Benjamin
2. Galofteanu, Gabriella

Gary H. Martin, Skamania County Assessor

Legal Description:

Date 5/12/04 Parcel # 2-5-30-1506
a. 5

1. Abbreviated legal: Lot 1, Wilhoit Short Plat
2. Additional legal description below.

Assessor's Property Tax Parcel Account Number: 02-05-30-0-0-1506-00

REAL ESTATE CONTRACT made this 10th day of May, 2004, by and between **Darrel L. Wilhoit** and **Lana R. Wilhoit**, Trustees of the LANA R. WILHOIT LIVING TRUST U/A/D 9/18/99, of 692 Buhman Road, Washougal, WA 98671 (both of whom will be referred to as "Seller") and **Benjamin Blaga** and **Gabriella Galofteanu**, husband and wife, of 9504 SE 41st Circle, Camas, WA 98607 (both of whom will be referred to as "Buyer").

1. Description of Property. The Seller agrees to sell and the Buyer agrees to purchase real estate situated in the County of Skamania, State of Washington, legally described as:

LOT 1 OF WILHOIT SHORT PLAT, recorded in Book "J" of Short Plats, PAGE 383, Records of Skamania County, Washington.

2. Purchase Price. The purchase price is Seventy-Two Thousand Five Hundred (\$72,500.00) Dollars. Buyer has agreed to pay a total down payment of Eight Thousand (\$8,000.00) Dollars (including earnest money) at closing. Buyer agrees to pay the balance of the purchase price, together with interest on deferred balances at the rate of 4.1% per annum as follows: Upon the sale of Buyers' house, located at 19504 SE 41st Circle, Camas, WA 98607, Buyer shall pay a balloon payment of Five Thousand (\$5,000.00) Dollars to Seller within ten (10) days of the closing on the sale of such home. Buyer shall not be required to make monthly payments prior to the sale of their home, however, interest will accrue on the unpaid balance of the contract at the rate of 4.1% per annum, such amounts to be added to the balance of the

contract. After the sale of their home, Buyer shall begin to make monthly installment payments of Five Hundred Sixty-Seven Dollars Eighty-Five Cents (\$567.85) each month beginning on the first day of the month following the closing on Buyers' home and on the 1st day of each month thereafter. If Buyers fail to sell their home by December 31, 2004, then Buyers will begin to make such monthly payments on January 1, 2005. Notwithstanding the above, the entire balance of principal and accrued interest is due in no later twelve (12) years from the date of this Real Estate Contract. Interest on any unpaid balances after the entire amount is due and payable will be at a default interest rate of twelve (12%) percent per annum. Payments shall be applied first upon accrued interest and late fees and the balance on principal. All payments shall be made at the place designated by Seller. Other than the balloon payment upon the sale of Buyer's home, Buyer may not prepay any portion of the principal of this contract for a period of five years from the date of this contract. Buyer may, after five (5) years, prepay all or a portion of the principal of this contract without prepayment penalty. A late fee of \$35.00 shall be assessed against Buyer for each installment that is ten (10) days overdue.

3. Possession. Buyer shall be entitled to possession at closing.

4. Assessments and Taxes. Buyer shall pay before delinquency all taxes, assessments, water rents or water assessments, utility charges, and operation or construction charges not now delinquent and all levied or assessed against the property and hereafter falling due. In the event any taxes, assessments, rents or charges to be paid by Buyer are paid by Seller, Buyer shall promptly reimburse Seller. Upon failure of Buyer to pay any taxes, assessments, rent or charge, any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bear interest at the rate of Twelve (12%) percent per annum and be due immediately.

5. Improvements. Buyer may not make any improvements to the property until they have paid the balloon payment of \$5,000.00 upon the sale of their home. Notwithstanding the foregoing, Buyer may, after closing, install electrical underground power lines, septic tank, drain fields and well. Further, after closing and prior to the balloon payment of \$5,000.00, Buyer may erect temporary structures or place a manufactured home on the property, provided, however, that upon Buyer's default of this contract Buyer will remove such temporary structure or manufactured home within twenty (20) days. It is expressly understood and agreed that, apart from any temporary structure, any new buildings or improvements placed on the property shall become a part of the real property and shall not be removed.

6. Liens, Charges and Encumbrances. Buyer shall pay, before a delinquency of any debts secured thereby, all liens, charges or encumbrances hereafter lawfully imposed on the property, assumed by Buyer in this contract or subject to which this purchase and sale is made, and shall not allow any part of the property to become subject to liens, charges or encumbrances having priority over the rights of Seller in the property. Notwithstanding anything to the contrary provided above in this paragraph 6, Buyer shall not be responsible for any liens or encumbrances (or payment of title obligations secured thereby) imposed upon said property subsequent to the date of this contract by or through Seller unless such liens, encumbrances or obligations are expressly assumed by Buyer.

7. **Condition of Premises.** Buyer shall maintain the property and all improvements now or later placed on the property in a good state of repair, and shall not make any material alterations or remove, tear down or destroy any buildings or improvements without the written consent of Seller.

8. **Waste.** It is agreed that Buyer shall not commit or suffer to be committed, any waste upon the property herein sold. Buyer hereby agrees to use the property in such manner as will allow no accumulation of garbage, refuse, old car bodies, tin cans and the like, that may create an unsightly condition on the property.

Breach of this provision shall entitle Seller, upon the giving of three (3) days' notice, to go upon the property and perform such services and acts as are necessary to comply with this provision. The necessary costs and expenses of these services and acts shall be considered an indebtedness immediately payable to Seller, which Seller shall have the right to collect or at Seller's option shall be considered an obligation under the contract, shall be added to the principal of the contract and shall bear interest at the contract rate from date that the indebtedness was incurred. The methods of giving notice as herein provided shall be in the same manner as provided for in RCW 61.30.50(2)(b) and (3).

9. **Use of Property.** Buyer shall not make or allow any unlawful use of the property.

10. **Condemnation.** If the property or any part shall be taken and condemned, such taking shall be a ground for rescission of this contract. The award made for taking shall be deemed to be the property of Buyer, but shall be paid to Seller to apply upon the purchase price, not exceeding any amounts then unpaid hereunder.

11. **Assignment or Transfer.** Buyer shall not assign this contract without the written consent of Seller. Seller shall not unreasonably withhold such consent, and, once given, such consent shall not waive the requirements of this paragraph as to any subsequent assignment of this contract.

12. **Destruction of Property.** In the event of damage to or destruction of any improvements upon the property, such damage as between the parties shall be the loss of Buyer and shall not be a ground for rescission of this contract or abatement of purchase price.

13. **Fulfillment Deed.** When Buyer has fully performed this contract Seller shall execute and deliver to buyer a statutory warranty deed conveying the property free and clear of all encumbrances except any encumbrances agreed to by Buyer. Warranties of Seller are limited to the date of this contract except for affirmative acts of Seller thereafter.

14. **Remedies.** Time is of the essence of this contract. If Buyer fails to make any payment or perform any material obligation hereunder for a period of ten (10) days or more, Seller shall be entitled to exercise all rights and remedies as allowed by law or equity, including the right to elect one or more of the following remedies:

(1) To forfeit this contract under Ch. 61.30 RCW, in which event, without limiting any remedies of Seller as provided by the said statute, all right, title and interest of Buyer and parties claiming an interest in the real and/or personal property, subject to this contract shall be canceled and terminated, all prior payments shall be retained by the payee thereof, all improvements and unharvested crops shall be forfeited, and Seller shall be entitled to possession of the real and/or personal property, which right may be enforced under the provisions of Ch. 59.12 RCW.

(2) To declare all amounts payable under this contract immediately due and payable and institute suit to collect such amounts, together with reasonable attorney fees; provided, if within thirty (30) days after commencement of such action, Buyer cures the default(s) and pays to Seller Seller's actual attorney's fees incurred and other taxable costs of suit, this contract shall be reinstated.

(3) To commence all action for the collection of past due payments or obligations arising prior to the date of judgment.

(4) To commence an action for specific performance of Buyer's obligations under this contract (including redress by either a mandatory or prohibitive injunction).

(5) If Buyer is in default under this contract and abandons the real and personal property, if any, subject hereto, pending the exercise of other rights or remedies as provided for herein, Seller may take immediate possession of the real and/or personal property for the purpose of preserving or otherwise protecting the property from loss, damage or waste.

15. Condition of Premises. BY SIGNING THIS CONTRACT BUYERS ACKNOWLEDGE THAT THEY HAVE INSPECTED THE PROPERTY, EXPRESSLY UNDERSTAND THAT THEY ARE BUYING THE PREMISES "AS IS" AND SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PREMISES OR THE USES TO WHICH IT MAY BE PUT.

16. Nonwaiver. Failure of Seller to insist upon strict performance of Buyer's obligations hereunder (e.g., accepting late or partial payments) shall not be construed as a waiver by Seller of strict performance thereafter of all of Buyer's obligations hereunder and shall not prejudice Seller's remedies as provided herein or by law or equity.

17. Venue. If either party commences an action to enforce rights under this contract, venue of such action, at the option of Seller, shall lie in Clark County, Washington.

18. Attorney Fees and Costs. In the event of a lawsuit between the parties to this contract, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney fees and costs (including title and lien searches) either at trial or on appeal. If either party exercises any nonjudicial right or remedy to enforce such party's rights hereunder,

it shall be a condition for the cure of the default that the defaulting party pay the nondefaulting party's reasonable attorney fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs and reasonable attorney fees shall constitute an event of default under this contract.

19. Binding Effect. This agreement shall be binding upon and shall inure to the benefit of the legal representatives and property assigns and successors of the parties.

20. Legal Representation. Buyer acknowledges and agrees that this agreement has been prepared on behalf of Seller by the attorney for Seller. Buyer acknowledges having been advised to seek the advice of independent counsel in regards to the closing of this transaction. Their execution of this agreement and the closing of this transaction shall be deemed Buyer's acknowledgment that they have either sought independent advice of counsel or waive their right to do so.

IN WITNESS WHEREOF, the parties hereto executed this contract as of the day and year first above written.

Darrel L. Wilhoit, Trustee
Darrel L. Wilhoit, Trustee of the
LANA R. WILHOIT LIVING TRUST
u/a/d 9/18/99

Benjamin Blaga
Benjamin Blaga, Buyer

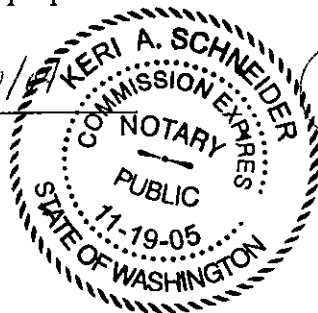
Lana R. Wilhoit, Trustee
Lana R. Wilhoit, Trustee of the
LANA R. WILHOIT LIVING TRUST
u/a/d 9/18/99

Gabriella Galofteanu
Gabriella Galofteanu, Buyer

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that BENIAMIN BLAGA and GABRIELLA GALOFTEANU 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 this instrument.

DATED: 5/10/11



Keri A. Schneider
Notary Public in and for the State of
Washington, residing at Vancouver, WA
My appointment expires: 11-19-05

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that DARREL L. WILHOIT and LANA R. WILHOIT are the persons who appeared before me, and said persons acknowledged that they signed this instrument and on oath stated that they were authorized to execute the instrument and acknowledged it as the trustees of the LANA R. WILHOIT LIVING TRUST u/a/d 9/18/99 to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 5/10/04



Keri A. Schneider
Notary Public in and for the State of
Washington, residing at Vancouver, WA
My appointment expires: 11-19-05

Unofficial Copy