

After recording return to:

Kenneth B. Woodrich  
Woodrich & Archer LLP  
PO Box 510  
Stevenson, WA 98648

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Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$39.00

**REAL ESTATE EXCISE TAX**

25991  
JUN - 2 2006  
PAID 3840.750 + 850 = 4595.00  
Vickie Orellana, Deputy  
SKAMANIA COUNTY TREASURER

**REAL ESTATE CONTRACT**

522 28826

THIS CONTRACT, made and entered into this 1st day of June, 2006, between **The Estate of Lowell Ash, Donna Ash, Personal Representative**, hereinafter called the "Seller", and **Gary Collins**, a single man, hereinafter called the "Purchaser".

**WITNESSETH;** That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

Commencing at a point 542.2 ft. South of a rock marking the intersection with the west line of the Shepard D.L.C. and the North line of Section 1, Township 2 North, Range 7 East of the Willamette Meridian in Skamania County, Washington, said point being the intersection of State Road No. 8, with the East line of the tract of land belonging to the Udell Estate, thence West along the said State Road 307.8 feet; thence North 276.2 feet; thence East 99.1 feet; thence North 57 feet to the Southwest Corner of a lot or tract of land heretofore sold by George Udell and others to P. L. Coleman and described in a deed bearing date of the 13<sup>th</sup> day of August, 1906, and recorded on Page 86 of Book "K", records of Deeds, Skamania County, Washington; thence East along the South line of said tract, belonging to P.L. Coleman, 208.7 feet to the point of beginning, said tract as described containing 2.30 acres, more or less.

02-07-01-1-0-1500-00  
1500-80  
Commonly known as 330 SW Rock Creek Dr., Stevenson, WA.

**The terms and conditions of this contract are as follows:**

**Price and Payment Terms**

Gary H. Martin, Skamania County Assessor

Date 6/2/06 Parcel # 2-713-1500

1. The purchase price is Three Hundred Thousand and 00/100 Dollars (\$300,000), Fifty Thousand and 00/100 Dollars (\$50,000) of which has been paid. The balance of said purchase price, Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000) shall be paid in monthly installments of exactly Two Thousand One Hundred Seventy Seven and 77/100 Dollars

(\$2,177.77), commencing on the first day of June, 2006 and continuing on the same day of each succeeding month until June 1, 2016, whereupon the entire unpaid principal balance and interest thereon shall become fully due and payable. The unpaid principal balance shall bear interest from the date of closing at the rate of six point five percent (6.5%) per annum. The interest rate shall be adjusted effective each five years period following the first payment owing on the Agreement to a rate equal to the higher of two (2) percentage points above the Seattle Federal Home Loan Bank's Intermediate/Long Term 5 year Fixed Advance Rate, or six point five percent (6.5%). Purchaser shall be permitted to prepay the contract at any time without penalty.

2. Purchaser agree to pay five percent of the payment due 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 10 days from the due date. Such amounts shall be added to the principal balance remaining unpaid. In the event payment is not made within 10 days of the due date it shall constitute a default hereunder.

3. All payments to be made hereunder shall be made to Riverview Bank Trust Department \_\_\_\_\_, as Trustee, or at such other place as the may direct in writing.

4. As referred to in this contract, "date of closing" shall be the date that this Agreement is fully signed.

5. Purchaser may at Purchaser option pay the entire balance of the purchase price remaining due, or any part of such balance, at any time before maturity. Prepayments shall be credited first to late fees, then to accrued interest and then to the principal balance and shall not excuse Purchaser from making regular monthly payments.

#### Closing Costs

**Purchaser's Closing Costs.** Purchaser shall pay the following closing costs:

- A. All costs for this sale including recording fees for the real estate contract;
- B. Real Estate excise tax for sale of subject property;
- C. Real property taxes;
- D. Insurance, interest, mortgage insurance, water and other utilities constituting liens, if applicable.

**Seller's Closing Costs.** Seller shall pay the following closing costs:

- A. Charge for standard policy of Title Insurance;

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

### **Inspection**

The Purchaser agrees that he or his Corporation has been in possession of the property for many years as Tenant and he has fully inspected said real estate and that neither the Seller nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the Seller or their 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. Purchaser is acquiring the property "as is" and no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Purchaser state that Purchaser made his own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant he may retain. Purchaser may not rely upon any representation of any party whether or not such party purports to act on behalf of Seller, unless the representation is expressly set forth therein or in a subsequent document executed by Seller. All representations, warranties, understandings and agreements between and are merged herein and shall not survive closing. Purchaser expressly waive the right to any Residential Sales Disclosure Statement under RCW 64.06 et seq.

### **Taking**

The Purchaser accepts all risk hereafter placed on said real estate of the taking of said real estate or any part thereof for public use and 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 Seller and applied as payment on the purchase price herein unless the Seller agree in writing to allow the Purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

### **Insurance**

The Purchaser 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 and with loss payable first to Seller as their interest may appear, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the Seller. All such policies shall provide that they cannot be amended or canceled without ten (10) days written notice to Seller.

### **Deed**

The Seller agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Purchaser 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 Seller, and subject to easement, restrictions and reservations of records as of the date of closing.

### **Covenants**

The Seller deposited with \_\_\_\_\_, a Warranty Deed in Fulfillment of this real estate contract and that upon full payment of the purchase price and interest in the manner hereinbefore specified that said deed can be delivered to the Purchaser; that said Warranty Deed excepts any part of the property which may hereafter be condemned and is free and clear of all encumbrances, except those mentioned herein and any that may accrue hereafter through any person, or persons, other than the Seller.

### **Possession**

Unless a different date is provided for herein, the Purchaser shall be entitled to possession of said real estate on the date of closing and to retain possession so long as Purchaser are not in default hereunder. The Purchaser agrees 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 Purchaser agrees 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 Purchaser are entitled to possession.

### **Use of Premises**

Purchaser covenants and agrees to make or permit no unlawful, offensive or improper use of the premises or any part thereof.

### **Assignment**

The rights hereby granted are personal to the Purchaser and Seller. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by Purchaser, nor shall Purchaser make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of Seller.

### **Default**

In case the Purchaser fail to make any payment herein provided, the Seller may make such payment, and any amounts so paid by Seller, together with interest at the rate of 12% per

annum thereon from date of payment until repaid, shall be repayable by Purchaser on demand, all without prejudice to any other right the might have by reason of such default.

Time and the covenants of Purchaser are of the essence of this contract, and it is agreed that in case the Purchaser shall fail to make any payment required herein within 10 days of written notice from Seller or fail to otherwise comply with or perform any other condition or agreement hereof upon Seller giving Purchaser thirty (30) days written notice specifying the default and the remedy to be exercised should Purchaser fail to cure all defaults. No notice shall be required if a similar notice was sent to Purchaser within the six-month period immediately preceding the default. At the expiration of the notice period, the Seller may at their option exercise any of the following alternative remedies:

- a. Suit for Delinquencies. Seller may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by Seller 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 Seller may cancel and render void all rights, title and interests of the Purchaser and successors in this contract and in the property (including all of 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 Seller record a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract, the Seller may retain all payments made hereunder by the Purchaser and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Purchaser and any person or persons having possession of the said property by, through or under the Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Purchaser or any person or persons claiming by, through or under the Purchaser 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 Purchaser, or such person or persons, shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the property, and may recover from the Purchaser 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 Seller's reasonable attorneys' fees.



- c. Specific Performance. Seller may institute suit to specifically enforce any of the covenants hereunder.

The waiver of Seller 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 Purchaser shall be deemed only an indulgence by the Seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of to pursue any of the above remedies for the same or a different breach at a subsequent time; Purchaser agrees election of the Seller to utilize any particular remedy to enforce a breach of this contract shall not preclude Seller 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 Seller to take action upon default shall not be construed as a waiver of said default. If Seller are required to institute legal action to enforce any of the remedies indicated, Purchaser agree to pay Seller' costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

#### **Purchaser's Remedies**

In the event Seller should default in any of Seller' obligations under this contract and such default continues for fifteen (15) days after the Purchaser provide the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchaser 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 Purchaser at law or in equity.

#### **Notice**

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 Seller:

Estate of Lowell Ash  
Donna Ash, Personal Representative  
PO Box 364  
Stevenson, WA 98648

To Purchaser:

Gary Collins  
381 Erickson Rd.  
Stevenson, WA 98648

Either party may change its address by giving written notice to the other party in the manner provided above, provided that in no event shall Seller be required to send any notice to more than two (2) addresses. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or

postage meter stamp, as the case may be.

### **Costs and Attorneys' Fees**

If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, court costs, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation). In the event either party hereto institutes any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees as are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

### **Succession**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Purchaser shall not transfer, encumber or otherwise alienate his interest in this property without first obtaining Seller's express, written consent, which consent may be withheld at Seller's discretion.

### **Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

### **Use of Pronouns**

Unless the context requires otherwise, references to the singular shall include the plural and references to the plural shall include the singular. Unless some other meaning or intent is apparent from the context, masculine, feminine and neuter pronouns are used interchangeably herein.

### **Entire Agreement**

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.

SELLER:

PURCHASER:

Estate of Lowell Ash

Donna Ash Pers Rep  
By Donna Ash, Personal Representative

Gary Collins  
Gary Collins

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

I certify that I know or have satisfactory evidence that **Donna Ash, Personal Representative** is the person who appeared before me, and said persons acknowledged that she signed this instrument as the Personal Representative of the Estate of Lowell Ash and acknowledged it to be the free and voluntary act of the Estate for the uses and purposes mentioned in the instrument.

Dated this 31<sup>st</sup> day of May, 2006.



Julie Andersen  
Notary Public in and for the  
State of Washington.  
Commission expires 6/17/2010

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

I certify that I know or have satisfactory evidence that **Gary Collins** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 1 day of June, 2006.



Julie Andersen  
Name  
Notary Public in and for the  
State of Washington.  
Commission expires 6/17/2010