

WHEN RECORDED RETURN TO:

Name: THOMAS L. ASPITARTE AND RAE A. HANSEN
Address: 182 BLUE HERON DR.
WASHOUGAL WA 98671

Doc # 2007165792
Page 1 of 9
Date: 04/20/2007 02:11P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$40.00

5CR 29590
Filed for Record at Request of: *Stewart Title of Western Washington*

**REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM)**

ANY OPTIONAL PROVISION NOT INTITLED BY ALL PERSONS SIGNING THIS CONTRACT—
WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT—IS NOT PART OF THIS CONTRACT.

1. PARTIES AND DATE: This Contract is entered into on April 16, 2007 between THOMAS L. ASPITARTE and RAE A. HANSEN, husband and wife as "Seller" and MARGIE J. SEALS, a single person as "Buyer."
2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Clark County, State of Washington:

SEE ATTACHED EXHIBIT A

Abbreviated Legal: (Required if full legal not inserted above.) SE ¼ SEC 6 T1N R5E

Tax Parcel Number(s): 01-05-06-4-0-0102-00 AND 01-05-06-4-0-0110-00

No part of the purchase price is attributed to personal property.

3. (a) PRICE.

Buyer agrees to pay:	\$460,000.00	Total Price
Less	\$120,000.00	Down Payment
Less		Assumed Obligation(s)
Results in	\$340,000.00	Amount Financed by Seller

REAL ESTATE EXCISE TAX

26936
APR 20 2007

PAID

5888. + 1150. + 500. = 7538.⁰⁰
Vicki Orellana
SKAMANIA COUNTY TREASURER

PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$340,000.00 as follows: \$1,918.56 or more at buyer's option on or before the 5th day of June, 2007 including interest from May 20, 2007 at the rate of 6.0% per annum on the declining balance thereof, and a like amount or more on or before the 5 day of each and every MONTH thereafter until paid in full.

Buyer agrees \$2262.03 or more at buyer's option on or before the 5th day of June, 2009 including interest from May 5, 2009 at the rate of 7% per annum on the declining balance thereof, and a like amount or more on or before the 5th day of each MONTH thereafter until paid in full.

All parties are aware above payment is amortized over a 30 years period, however, is due in full on 5/5/2010.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL, AND INTEREST IS DUE IN FULL NOT LATER THAN 5/5/2010.

Payments are applied first to interest and then to principal. Payments shall be made at 182 BLUE HERON RD. WASHOUGAL WA 98671 or such other place as the Seller may hereafter indicate in writing.

EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balance owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall thereafter make payments directly to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions of paragraph 4.

FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter directly to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

4. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through, or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.
5. **LATE CHARGES.** If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.
6. **NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES.** Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b), or (c) has been consented to by Buyer in writing.

7. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract or April 20, 2007, whichever is later.
8. 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 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.
9. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances 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 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 on 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 Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.
10. 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.
11. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his/her 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 with all applicable laws.
12. 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.
13. 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.
14. 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.
15. 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 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.

16. **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
 - (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 Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (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 after the forfeiture.
 - (d) **Acceleration of Balance Due.** Give 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 responsible attorney's fees and costs.
 - (e) **Judicial Foreclosure.** Sue to foreclose this Contract as a mortgage, in which event Buyer may be liable for a deficiency.
17. **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 interest.
18. **BUYER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform 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 the breaches designated in said notice are cured.
19. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
20. **ATTORNEY'S FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.
21. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Buyer at 221 WARD ROAD, WASHOUGAL, WA 98671 and to the Seller at 182 BLUE HERON RD. WASHOUGAL WA 98671 or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

22. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.
23. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors, and assigns of the Seller and the Buyer.
24. DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriffs sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER:	INITIALS:	BUYER
THOMAS L. ASPITARTE	TLA	MARGIE J. SEALS
RAE A. HANSEN	RAH	

25. BUYER SHALL PROVIDE SELLERS WITH EVIDENCE OF PROMPT PAYMENT OF TAXES AND INSURANCE.
26. SELLERS RESERVE THE RIGHT TO INSPECT THE SUBJECT PROPERTY WITH 72 HOURS CONSTRUCTIVE NOTICE, FOR THE LIFE OF THE CONTRACT.

SELLER:	INITIALS:	BUYER
THOMAS L. ASPITARTE	TLA	MARGIE J. SEALS
RAE A. HANSEN	RAH	

27. ADDENDA. Any addenda attached hereto are a part of this Contract.

28. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER:		BUYER
THOMAS L. ASPITARTE	Thomas L. Aspitarte	MARGIE J. SEALS
RAE A. HANSEN	Rae A. Hansen	

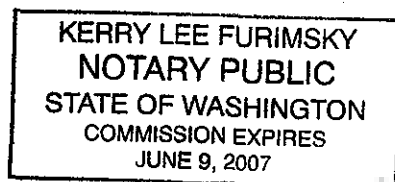
STATE OF Washington

SS.

COUNTY OF Clark

I certify that I know or have satisfactory evidence that THOMAS L. ASPITARTE and RAE A. HANSEN (is/are) the person(s) who appeared before me, and said person(s) 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: 4-19-07



Kerry Lee Furimsky
Notary name printed or typed: Kerry Furimsky
Notary Public in and for the State of Washington
Residing at VANCOUVER
My appointment expires:

6-9-07

Unofficial Copy

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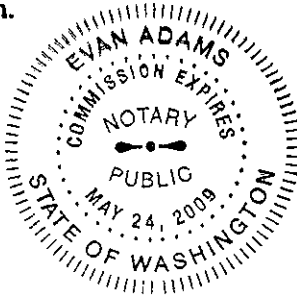
IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.


SELLER:	BUYER
<u>THOMAS L. ASPITARTE</u>	<u>MARGIE J. SEALS</u>
<u>RAE A. HANSEN</u>	<u>x Margie J. Seals</u>

STATE OF WASHINGTON)
) ss.
County of PACIFIC)

On this 19 day of APRIL, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARGIE J. SEALS to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.




Name: EVAN ADAMS
Notary Public in and for the State of
residing at OCEAN PARK
My appointment expires: 5-24-09

Order Number: 146643KF

EXHIBIT 'A'

PARCEL I

A portion of Lots 7 and 8 of the SILVER STAR ACRES SUBDIVISION according to the recorded Plat recorded in Book A of Plats, Page 153, in the County of Skamania, State of Washington describes as follows:

Beginning at the Southwest Corner of said Lot 7; thence South 88°24'02" East along said South line 156 feet; thence leaving said South line North 13°00'00" West 141 feet thence South 88°24'05" East, along said North right-of-way line, 156.00 feet; thence leaving said North right-of-way line, North 13°00'00" West, 141.00 feet; thence North 00°39'33" East 893.15 feet to the North line of said subdivision; thence North 88°49'52" West along said North line 188.58 feet to the Northwest Corner of Lot 7; thence South 00°35'23" West 1258.50 feet to the point of beginning.

PARCEL II

A portion of Lots 7 and 8 of the SILVER STAR ACRES SUBDIVISION according to the recorded plat thereof recorded in Book A of Plats, Page 153, in the County of Skamania, State of Washington describes as follows:

Beginning at the Southwest Corner of said Lot 7; thence South 88°24'05" East 156 feet to the true point of beginning; thence North 13°00'00" West 141 feet; thence North 23°00'00" West 39 feet; thence South 73°32'00" West 31 feet; thence North 16°43'00" West 99 feet; thence North 53°00'00" East 177 feet; thence North 00°39'33" East 893.15 feet to the North line of said Lot 8; thence South 88°49'52" East along said North line 143.36 feet to the Northeast Corner of Lot 8; thence South 00°39'33" West along the East line of said Lot 8 a distance of 1260.98 feet to the Southeast Corner of Lot 8; thence North 88°24'05" West along the South line of Lot 8 to the true point of beginning.

Skamania County Assessor
Date 4/20/07 Parcel# 1-5-6-4-0-102
1-5-6-4-0-110

LM