

**AFTER RECORDING MAIL TO:**

Name David & Brenda Creagan

Address 1805 Howard Way Ste #A

City/State Woodland, WA 98674

**Document Title(s):** (or transactions contained therein)

1. REAL ESTATE CONTRACT
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:**

☐ Additional numbers on page \_\_\_\_\_ of document

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

1. CREAGAN, DAVID A.
2. CREAGAN, BRENDA L., HUSBAND AND WIFE
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

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

1. CARVER, TIMOTHY M.
2. CARVER, SHARL E., HUSBAND AND WIFE
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

NE ¼ SEC 23 T7N R6E

☒ Complete legal description is on page 8 of document

Assessor's Property Tax Parcel / Account Number(s): 07-06-23-1-0-0702-00

WA-1

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



**First American Title  
Insurance Company**

(this space for title company use only)

**REAL ESTATE EXCISE TAX**

27526

APR -1 2008

PAID 2432 + 475 + 500 = 2912.00  
*for the*  
SKAMANIA COUNTY TREASURER

## REAL ESTATE CONTRACT

Date: APRIL 1, 2008.

*PA*  
*J BC*  
 Dave Creagan and Brenda Creagan, husband and wife, (the "Seller"), agrees to sell to Timothy M. Carver and Shari E. Carver, husband and wife, (the "Buyer"), and Buyer agrees to buy from Seller, the following property (the "Property") in Skamania County, Washington:

NE 1/4 SEC 23 T7N R6E

See legal description on attached Exhibit A. Page 7

1. **PURCHASE PRICE.** The purchase price is \$190,000, of which \$ 90,000 has been paid, receipt being acknowledged. Buyer agrees to pay the balance of the purchase price together with interest on deferred balances at the rate of 9% (nine percent) per annum from the date hereof as follows: Interest only payments in the amount of Seven Hundred and Fifty Dollars (\$750) per month for the first five years. At the end of five years from the date hereof, the entire unpaid principal balance, together with any unpaid interest shall become immediately due and payable. All payments shall be made at the place designated by Seller. Buyer may prepay, in whole or in part, the real estate contract at any time without penalty.
2. **POSSESSION.** Buyer shall be entitled to possession of the Property on the date hereof.
3. **PERSONAL PROPERTY.** There is no personal property included in this sale.
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; except that real estate taxes for year 2008 shall be prorated. 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 9% per annum and be due immediately.
5. **IMPROVEMENTS.** All improvements now or hereafter made to or placed on the Property shall become a part thereof 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, 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. **EXISTING MORTGAGE OR SECURED OBLIGATION.** Unless otherwise provided herein, if there is a mortgage or other secured obligation on the Property, Seller shall keep the same current at all times, satisfy the same of record upon or prior to satisfaction of this contract and indemnify, defend and hold Buyer harmless with regard thereto. If Seller fails to make any payment thereunder, Buyer may do so and, at Buyer's election, (a) receive credit therefor against the next due payments herein or (b) demand reimbursement from Seller, together with interest thereon at 9% (nine percent) per annum, and to institute suit to collect the same.

8. **CONDITION OF PREMISES, UPKEEP AND CROPS.** Buyer shall maintain the Property and all improvements now or later placed on the Property in a good state of repair, shall not make any material alterations without the written consent of Seller and shall not allow or commit any waste. 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 61.30.050(2)(b) and (3).

9. **USE OF PROPERTY.** Buyer shall not make or allow any unlawful use of the Property.

10. **INSURANCE.** Buyer shall insure with companies satisfactory to Seller the buildings now or hereafter placed on the Property in the sum of not less than its full insurable value, with loss thereunder payable first to any mortgagee who is such at the time of the execution hereof, then to Seller, then to Buyer, as their respective interests may appear. The policy shall be held by Seller or mortgagee. In the event of destruction of or damage to any of said buildings and the collection of insurance during the life of this contract, the money received on said insurance may, at the option of Buyer, be used in the restoration of said improvements: provided, that Buyer is not at the time in default under the provisions of this contract and subject to the terms of any mortgage on the Property. If Buyer fails to procure insurance, Seller is authorized to do so and the cost may be added to the balance due hereunder and shall bear interest at 9% (nine percent) per annum and shall become due immediately, or Seller may, at Seller's option, forfeit this contract for the failure of Buyer to procure insurance.

11. **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 the 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.

12. **ASSIGNMENT OR TRANSFER.** Buyer shall not assign this contract or any interest herein without the written consent of Seller. Seller may withhold such consent in Seller's sole and absolute discretion, and, once given, such consent shall not waive the requirements of this paragraph as to any subsequent assignment of this contract.

13. **DESTRUCTION OF PROPERTY.** In the event of damage to or destruction of any buildings or 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.

14. **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.

15. **TITLE.** Seller shall obtain a standard buyer's form policy of title insurance showing insurable title in Seller as of the date of this contract, excepting matters herein expressly agreed to by Buyer or herein expressly provided to be satisfied hereafter by Seller, and insuring Buyer for the amount of the purchase price of the real Property to be sold.

16. **REMEDIES.** Time is of the essence of this contract. If Buyer fails to make any payment or perform any obligation hereunder or if Buyer breaches any provision hereof, 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:

16.1 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 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 Property, which right may be enforced under the provisions of Ch. 59.12 RCW.

16.2 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 attorneys' fees incurred and other taxable costs of suit, this contract shall be reinstated.

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

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

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

17. **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.

18. **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 Skamania County, Washington.

19. **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.

20. **BINDING EFFECT.** This agreement shall be binding upon and shall inure to the benefit of the legal representatives and successors and assigns of the parties.

21. **TITLE INSURANCE.** Buyer has examined preliminary commitment for title insurance No. 30359, issued by Skamania County Title Company, dated March 18, 2008, and agrees to accept a buyer's standard coverage title insurance policy in the amount of that commitment except for the general exceptions and special exceptions 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, which shall remain on title after closing.

**SELLER**

By: 

By: Brenda Creagan

**BUYER**

By: 

By: Sharon Carson

Address: 10638 SE 145<sup>th</sup> AVE  
HAPPY VALLEY, OR 97086

**NOTARY BLOCKS ON FOLLOWING PAGES**

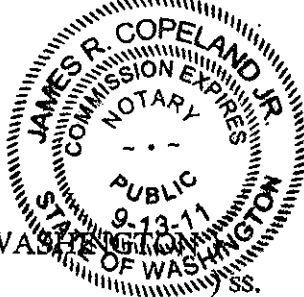


STATE OF WASHINGTON )  
 ) ss.

County of Skamania )

On this day personally appeared before me J.A. Dave Creagan, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25 day of March, 2008.



[Signature]  
Print Name: James R. Copeland  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 9-13-2011

STATE OF WASHINGTON )  
 ) ss.

County of )

On this day personally appeared before me Brenda Brenda Creagan, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of March 2008..



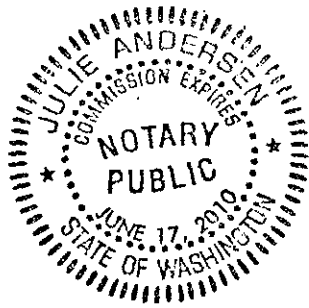
[Signature]  
Print Name: Julie Andersen  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 6/17/2010

STATE OF WASHINGTON )  
 ) ss.

County of Skamania

On this day personally appeared before me Timothy M. Carver, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of March, 2008..



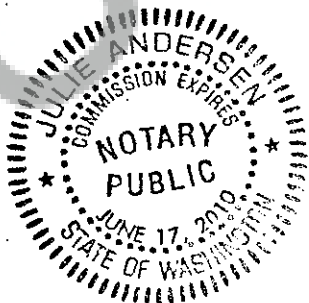
Julie Andersen  
Print Name: Julie Andersen  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 6/17/2010

STATE OF WASHINGTON )  
 ) ss.

County of Skamania

On this day personally appeared before me Shari E. Carver, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of March, 2008..



Julie Andersen  
Print Name: Julie Andersen  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 6/17/2010

**EXHIBIT A**

A Tract of land in the Northeast quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian in the County of Skamania, State of Washington describes as follows:

Lot 2 of the Pine Needle Short Plat, recorded in Auditor File No. 2005159226, Skamania County Records.

Skamania County Assessor  
Date 4/1/08 Parcel# 7-6-23-1-702  
65