

WHEN RECORDED RETURN TO:

Hazen & Sonju, PLLC
723 NE 4th Avenue
Camas, WA 98607

CCT 00128286 TB

DOCUMENT TITLE(S):

Real Estate Contract

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

1. David Troy Paranto

GRANTEE:

1. Robert J. Markowski

TRUSTEE:

ABBREVIATED LEGAL DESCRIPTION:

Lot(s) 3, of SP 2/77

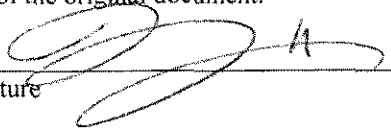
Full Legal Description located on Page 8

TAX PARCEL NUMBER(S):

01050800020500

☐ 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 

Return Address:
Hazen & Sonju, PLLC
723 N E 4th Avenue
Camas, WA 98607

REAL ESTATE EXCISE TAX

28377
JAN 19 2010
PAID 1841.⁰⁰
[Signature]
SKAMANIA COUNTY TREASURER

Real Estate Contract

Seller: 1. Paranto, David Troy
Buyer: 1. Markowski, Robert J.
Legal Description:

1. Abbreviated form: Lot 3 MC INTYRE SP BK 2/PG 77
2. Additional legal description below.

Assessor's Property Tax Parcel Account Number: 01050800020500

LM

REAL ESTATE CONTRACT made as of this 22nd day of December, 2009, by and between **David Troy Paranto**, a single man, of 62 Saints Road, Washougal, Washington 97671 ("Seller") and **Robert J. Markowski**, a married man (but as his separate property), of P.O. Box 370005, El Paso, Texas 79937 ("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, described as follows:

See Exhibit "A" along with the double-wide located on the Property.

2. Purchase Price. The purchase price is One Hundred Twenty Thousand (\$120,000.00) Dollars. Buyer agrees to pay the purchase price with interest on deferred balances at the rate of four (4%) percent per annum as follows:

a) Ten Thousand (\$10,000.00) Dollars to Seller within six (6) months of Closing or January 1, 2010, whichever is later as follows:

- i) Seller acknowledges that Buyer has paid to Seller or made payments on Seller's behalf for utilities, mortgage payments and insurance in the sum of \$3,049.62, which shall be credited as a payment against the \$10,000.00;

[Signature] *[Signature]*

- ii) Buyer shall receive a credit for any payments that he makes for past due real estate taxes on the property;
 - iii) Buyer shall pay Fifteen Hundred (\$1,500.00) Dollars to or on behalf of Seller for restitution that Seller owes;
 - iv) The balance of the Ten Thousand (\$10,000.00) Dollars, after deducting the amounts paid in (i)-(iii), above, shall be paid by Buyer directly to Seller's mortgage company to pay down principal on Seller's existing mortgage.
- b) Yearly installments to Seller of Three Thousand Two Hundred (\$3,200.00) Dollars or more at Buyer's option. Buyer may, at Buyer's option, pay Seller's existing monthly mortgage payment and receive credit against the yearly installment.
- c) Seller shall have the exclusive use of the double-wide on the Property until the balance is paid in full. In addition to the yearly installments, Buyer will be credited the sum of \$406.28/month against the balance of the purchase price for Seller's use of the double-wide, even if Seller no longer occupies the double-wide. Seller may not sublet the double-wide. Seller shall be responsible for the payment of all utilities. Buyer shall have the use of the detached garage and land.
- d) The balance of the purchase price shall be forgiven on Seller's death if Seller dies before the purchase price is paid in full.

Seller's Initials: EP

Notwithstanding the above, the entire balance of principal and interest is due in no later than five (5) years from the date of this Contract or December 31, 2014, whichever is later. Buyer may prepay at any time without penalty. Buyer agrees to pay a late charge in the amount of \$20.00 for each payment that is not paid after its due date.

3. Possession. Buyer shall be entitled to immediate possession subject to Seller's exclusive use of the double-wide; provided, however, that Buyer shall, upon default hereunder and upon demand of the Seller, surrender to the Seller peaceable possession of the property.

4. Assessments and Taxes. Buyer shall pay before delinquency all taxes and assessments 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. It is expressly understood and agreed that 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. 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 12% per month, and to institute suit to collect the same.

8. 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.

9. 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).

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

DM
DP

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 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 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.

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. 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.

16. Remedies. Time is of the essence of this contract. If Buyer fails to make any payment or perform any obligation hereunder, 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 judgement.

(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.

16. Condition of Premises. BY SIGNING THIS CONTRACT BUYER ACKNOWLEDGES THAT THEY HAVE INSPECTED THE PROPERTY, EXPRESSLY UNDERSTAND THAT THEY ARE BUYING THE PREMISES "AS IS" AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PREMISES OR THE USES TO WHICH IT MAY BE PUT.

17. Nonwaiver. Failure of either part 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.

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. 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.

20. 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.

21. 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.

22. Legal Representation. Seller acknowledges and agrees that this agreement has been prepared on behalf of Buyer by the attorney for Buyer. Seller 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 Seller'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.

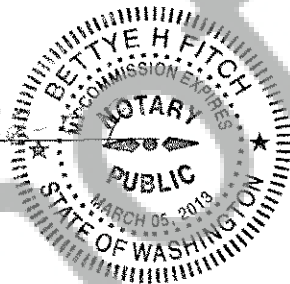
David Troy Paranto
David Troy Paranto, Seller

Robert J. Markowski
Robert J. Markowski, Buyer

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that David Troy Paranto 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 this instrument.

DATED: 12-2

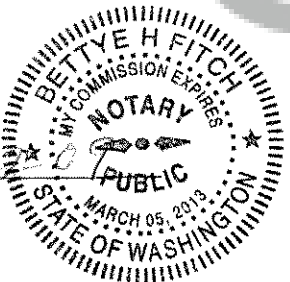


Bettye H. Fitch
Notary Public in and for the State of
Washington, residing at Carnegie, WA
My appointment expires: 3-5-13

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Robert J. Markowski 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 this instrument.

DATED: 12-2



Bettye H. Fitch
Notary Public in and for the State of
Washington, residing at Carnegie, WA
My appointment expires: 3-5-13

OP R/M

EXHIBIT "A"

A Portion of the Northeast Quarter of the Northwest Quarter of Section 8, and the East half of the East half of the Northwest Quarter of the Northwest Quarter, of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the North line of Section 8, 481 feet West of the Quarter corner common to Section 8 and Section 5; thence South $0^{\circ} 44' 03''$ West 371.67 feet; thence North $89^{\circ} 15' 57''$ West 328.47 feet to the Easterly right of way line of Belle Center Road; thence along the right of way line North $28^{\circ} 59' 51''$ West 72.86 feet; thence South $61^{\circ} 00' 09''$ West 10 feet; thence North $28^{\circ} 59' 51''$ West 161.06 feet to the Southwest corner of that tract of land conveyed to Belle Center Congregational Church and Cemetary Association as recorded on Page 40, Book "L" of Deeds, Records of Skamania County; Thence East along the South line of said Congregational Church Tract 252.50 feet to the Southwest corner of said tract; thence North along the East line of said Tract 173.50 feet to the North line of Section 8; thence East along said North line 200.67 feet to the point of beginning.

ALSO DESCRIBED AS Lot 3 McIntyre Short Plat recorded October 17, 1978 under auditor's file no. 87418 in Book 2, page 77 of Skamania County, Washington Short Plat Records.

SUBJECT TO the obligation secured by a Deed of Trust dated October 22, 2001, in favor of Washington Mutual Savings Bank recorded on October 29, 2001 under Skamania County Auditor's File No. 142733 in Book 216 at Page 207, with an approximate principal balance of \$23,431.74.

Skamania County Assessor
Date 1-19-10 Parcel# 1-5-8-205

2m

READ AND APPROVED BY:

[Signature]

READ AND APPROVED BY:

[Signature]