

After recording, return to:

David E. Gregerson  
GREGERSON & LANGSDORF, P.S.  
415 E. 17th Street  
Vancouver, WA 98663

**REAL ESTATE EXCISE TAX**

29119

JUN 27 2011

PAID \$2,070.50

*Audrey Takai Deputy*  
SKAMANIA COUNTY TREASURER

**REAL ESTATE CONTRACT**

1. This Contract is entered into on June 27, 2011 between Mickey E. Simonson and Sheila M. Simonson as "Seller" and RoseMary Bednarski and Eric Simonson as "Buyer".
2. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Skamania County, State of Washington.

A tract of land in the North half of the Northeast quarter of section 19, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3 of the CORINNE V. YULE SHORT PLAT, recorded in Book 2 of Short Plats, Page 11, Skamania County Records.

Abbreviated Legal: Lot 3 Corinne V Yule Sp Bk 2/Pg 11~

Site Address: 202 Yule Rd., Washougal, WA 98671

Parcel # 02051900020400

Skamania County Assessor

Date 6/27/11 Parcel # 2-5-19-204

3. Personal property, if any, included in the sale is as follows: N/A.

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

4. Buyer agrees to pay:

(a)	\$ 135,00.00	Total price
Less	(\$ 100,00.00)	Down payment at execution of Purchase and Sale Agreement
Results in	\$ 35,000.00	Amount Financed by Seller.

(b) PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$35,000.00 as follows: THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST DUE IN FULL NOT LATER THAN July 15, 2014. Interest shall accrue on the principal balance at the annual rate of 4% from the date of execution of this contract.

Payments are applied first to late charges, then to interest, and then to principal. Payments shall be made to Seller at 320 W. 24<sup>th</sup> St., Vancouver, Washington 98660, or such other place as the Seller may hereafter indicate in writing.

5. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller: None. Seller shall satisfy all obligations to Suntrust Mortgage and/or its successors in interest, if any.

Buyer has performed all due diligence and satisfied itself as to the nature and terms of all existing tenancies, takes the Property subject to the same, and shall hold Seller harmless from any and all obligations arising from the same.

6. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. Any personal property included in the sale shall be included in the fulfillment deed.
7. 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.
8. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerate payments, or (c) an increased interest rate; unless (a), (b) or (c) has been consented to by Buyer in writing.
9. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or closing, whichever is later, subject to any tenancies described in Paragraph 5.
10. 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 at the time of or subsequent to this Contract because of a change in use from 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, Seller may demand in writing payment of such taxes and penalties by Buyer within 30 days. If payment is not made, Seller may pay the same on Buyer's behalf and immediately collect the amount thereof from Buyer plus a 5% penalty plus accrued interest at 12% per annum. Buyer shall indemnify Seller and hold Seller harmless from any and all liability arising from any change in property tax classification.

11. **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 current tax assessed value of said improvements. All policies shall be held by the Buyer and be in such companies as the Seller may approve and have loss payable first to Seller 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 the 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 the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies that in force shall pass to Seller.
12. **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.
13. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledges that Seller, its 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 compliance with all applicable laws.
14. **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.

15. **WASTE.** Buyer shall keep 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.
16. **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.
17. **CONDEMNATION.** Seller and Buyer may each appear as owners of an interest in the property in 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.
18. **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 canceled; (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 of 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 reasonable attorneys' fees and costs.

- (e) Judicial Foreclosure. Sue to foreclose this Contract as a mortgage, in which event Buyer may be liable for a deficiency.

19. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 18 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.
20. 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.
21. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be constructed 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.
22. ATTORNEYS' 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.
23. 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 202 Yule Rd., Washougal, WA 98671 and to Seller at 320 W. 24<sup>th</sup> St., Vancouver, WA 98660, 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.
24. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.
25. 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.
26. 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 sheriff's 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 a 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 option 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. Buyer shall not assign any interest in this contract without express prior written consent from Seller, which Seller shall not unreasonably withhold.

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

  
BY: MICKEY E. SIMONSON

  
BY: SHEILA M. SIMONSON

BUYER

  
BY: ROSEMARY BEDNARSKI

  
BY: ERIC SIMONSON

////

/////

////////

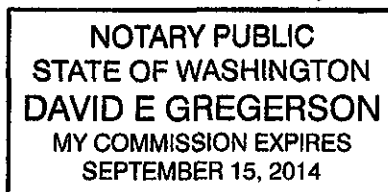
/////////


//////////

STATE OF WASHINGTON )  
 )  
 ) :ss  
County of Clark )

I certify that MICKEY E. SIMONSON appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27<sup>th</sup> day of June, 2011.

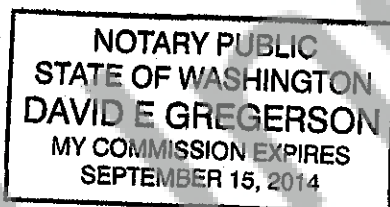


  
David Erickson (print name)  
 NOTARY PUBLIC FOR WASHINGTON  
 My appointment expires: 9-15-14

STATE OF WASHINGTON )  
 )  
 ) :SS  
County of Clark )

I certify that SHEILA M. SIMONSON appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27<sup>th</sup> day of June, 2011.

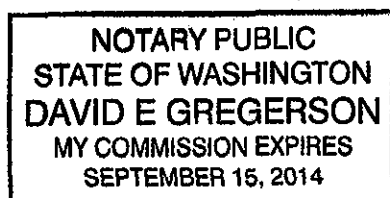



David Gregeron (print name)  
NOTARY PUBLIC FOR WASHINGTON  
My appointment expires: 9-15-14

STATE OF WASHINGTON )  
 )  
 ) ss  
County of Clark )

I certify that ROSEMARY BEDNARSKI appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27<sup>th</sup> day of June, 2011.



  
David Gregerson (print name)  
 NOTARY PUBLIC FOR WASHINGTON  
 My appointment expires: 9-15-14

STATE OF WASHINGTON )


:SS

County of Clark )

I certify that ERIC SIMONSON appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27<sup>th</sup> day of June, 2011.

**NOTARY PUBLIC  
STATE OF WASHINGTON  
DAVID E GREGERSON  
MY COMMISSION EXPIRES  
SEPTEMBER 15, 2014**

1.   
David Grigerson (print name)  
 NOTARY PUBLIC FOR WASHINGTON  
 My appointment expires: 9-15-14

MY COMMISSION EXPIRES  
SEPTEMBER 15, 2014

Unofficial  
Copy