

When recorded return to:

Karen Parkkonen
PO Box 1000
Stevenson, WA 98648

REAL ESTATE EXCISE TAX

29308
4 NOV 16 2011
PAID 1,152.50
Vicki Chellen & Robert
SKAMANIA COUNTY TREASURER

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

scac 32474

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

1. PARTIES AND DATE. This Contract is entered into on November 14, 2011,

between KAREN PARKKONEN, a single person, as "Seller" and RICHARD WILSON and
SHERRI WILSON, husband and wife, as "Purchaser."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser and Purchaser agrees
to purchase from Seller the following described real estate in Skamania County, State of
Washington:

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 27,
Township 3 North, Range 8 East, W.M., in the County of Skamania, State of Washington,
particularly described as follows:

Beginning at a point on the South line of said Section 27 lying 20 chains West of the East line
of the Robbins Donation Land Claim; Thence North, 221 feet to the initial point of the tract
hereby described; Thence North, 174.28 feet; Thence East, 104 feet to the Northwest corner of
Lot 2 of the Thelma Tomblson Short Plat, as recorded in Book 3, Page 111, of Short Plats,
records of Skamania County; Thence South, 174.28 feet to the Southwest corner of the said Lot
2; Thence West, 104 feet to the point of beginning, being the South 174.28 feet of that
particular parcel deeded to Mitchell C. and Diane L. Creon as recorded in Book 120, Page 910
of Deeds;

SUBJECT TO an easement for utilities over the East 12 feet of said parcel;

TOGETHER WITH AND SUBJECT TO an easement of 12 feet in width for ingress and
egress.

Abbreviated Legal: S27, T3N, R8E 65.
Tax Parcel Number: 03-08-27-4-0-1401-00

Skamania County Assessor
Date 11/16/11 Parcel#

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

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

4. (a) PRICE. Purchaser agrees to pay: \$ 75,000.00 Total Price

Less \$ 6,000.00 Down Payment

Less \$ -0- Assumed Obligation(s)

Results in \$ 69,000.00 Amount Financed by Seller.

- (b) PAYMENT OF AMOUNT FINANCED BY SELLER. Purchaser agrees to pay the sum of \$ 69,000.00 as follows:

\$ 589.74 or more at purchaser's option on or before the first (1st) day of March, 2012 (X) including interest () plus interest from NOVEMBER 16, 2011 at the rate of Six and two-tenths percent (6.2%) per annum on the declining balance thereof; and a like amount or more on or before the first (1st) day of each and every month thereafter until paid in full.

Payments are applied first to interest and then to principal. Payments shall be made at PO BOX 1000 STEVENSON, WA 98648 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 Purchaser and the obligations being paid by Seller:

Subject to easements and other special exceptions as shown on the preliminary commitment for title insurance.

6. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract by, through, or under persons other than the Seller herein.
7. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Purchaser 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 Purchaser 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 to 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 Purchaser in writing.
9. POSSESSION. Purchaser is entitled to possession of the property from and after the date of this Contract or _____, whichever is later.
10. TAXES, ASSESSMENTS, AND UTILITY LIENS. Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser 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. Purchaser 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, Purchaser may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchaser may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
11. INSURANCE. Purchaser 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 Purchaser 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 Purchaser. However, Purchaser 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 Purchaser 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 set forth above, or, if feasible, as Seller shall determine. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.
12. NONPAYMENT OF TAXES, INSURANCE, AND UTILITIES CONSTITUTING LIENS. If Purchaser 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 Purchaser 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. Purchaser 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. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.

14. **RISK OF LOSS.** Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.
15. **WASTE.** Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchaser 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, Purchaser agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchaser consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees, and livestock.
17. **CONDEMNATION.** Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser 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 Purchaser 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 Purchaser 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 Purchaser's obligations pursuant to this Contract; or
 - (c) **Forfeit Purchaser'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 Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) the Purchaser'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) Purchaser 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 Purchaser 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 Purchaser or personally delivered to the Purchaser, 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 attorney's fees and costs.

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

19. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

20. PURCHASER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant, or condition of this Contract, Purchaser 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 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.

22. 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.

23. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Purchaser at P.O. Box
499 Stevenson wa. 98648
and to the Seller at PO BOX 1000 STEVENSON WA 98648

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 Purchaser.

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

34. 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 Purchaser.

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

SELLER:

Karen Parkkonen
KAREN PARKKONEN

PURCHASERS:

Richard Wilson
RICHARD WILSON

Sherri Wilson
SHERRI WILSON

STATE OF WASHINGTON)
)ss.
County of Skamania)

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

Given under my hand and official seal this 10 day of November, 2011.



Julie A. Andersen
Name: Julie A. Andersen
Notary Public in and for the
State of Washington;
Residing at: Carson
My commission expires: 06/17/2014

STATE OF WASHINGTON)
)ss.
County of Skamania)

On this day personally appeared before me, RICHARD WILSON and SHERRI WILSON, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of November, 2011.



Julie A. Andersen
Name: Julie A. Andersen
Notary Public in and for the
State of Washington;
Residing at: Carson
My commission expires: 06/17/2014