

WHEN RECORDED RETURN TO:
Bryan Scott Mathany
Po Box 585
Carson wa. 98610

DOCUMENT TITLE(S)
Real Estate Purchase Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

GRANTOR(S):
Brian Scott Mathany & Kimberlen Sue Mathany

☐ Additional names on page ____ of document.

GRANTEE(S):
Betty Mae Smith

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):
Sect. 20 T3 R8

☒ Complete legal on page 7 of document.

TAX PARCEL NUMBER(S):
03.08.20.4.4.2300.00

☐ Additional parcel numbers on page ____ of document. YM 2/27/2

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

REAL ESTATE EXCISE TAX
29419
FEB 27 2012
PAID \$2,453.00
Vickie Chelland, Deputy
SKAMANIA COUNTY TREASURER

REAL ESTATE PURCHASE AGREEMENT

This Agreement ("Real Estate Purchase Agreement") dated this ^{Kim}16th day of February, 2012 between Brian Scott Mathany and Kimberlen Sue Mathany of Carson, WA (the "Seller") and Betty Mae Smith of Carson, WA (the "Buyer") recites the following terms and conditions:

1. **PROMISE TO PURCHASE REAL ESTATE**: The party of the Seller has agreed to sell certain real estate to the party of the Buyer in conjunction with the consideration, terms and conditions of this agreement. This agreement is subject to the various laws of the State of Washington and may be filed with the appropriate governmental entity in order to provide proper notice to any interested parties and the public.

2. **DESCRIPTION OF PROPERTY**: The property sold by the party of the Seller to the party of the buyer is legally described as:

- 21 Hot Springs Avenue, Carson, WA 98610
- Parcel Number 03082044230000

The aforementioned property may be subject to various zoning restrictions, easements, restrictive covenants, rules, regulations and laws as a survey of the premises, review of the abstract and the examination of various title documents may demonstrate. The party of the Seller shall make available to the party of the Buyer such documents for review when appropriate and when requested.

3. **CONSIDERATION**: The Buyer shall pay purchase price of One Hundred Sixty Thousand Dollars (\$160,000.00) (total purchase price) to the Seller for the above-described premises, exclusive of any amounts of interests that may be due by the Buyer to the Seller, pursuant to the following.

A down payment of Fifty Thousand Dollars (\$50,000) shall be paid by the Buyer to the Seller on the ^{16th} day of February, 2012.

The balance of the purchase price, One Hundred Ten Thousand Dollars (\$110,000) (plus interest at the rate of 5.5%), shall be paid by the Buyer to the Seller in equal monthly payments of Eight Hundred Ninety Eight Dollars (\$898.00) and shall be due on the 1st day of each and every month thereafter. The first monthly payment of \$898.00 shall be made on the 1st day of April, 2012, with a payment on the first day of every month thereafter until the 1st day of March, 2027.

At the time of the last payment, any remaining and unpaid balance or balloon payment amount shall be made. The balloon amount, providing all regular payments, taxes, and special assessments have been paid by the Buyer, shall be \$0.00.

4. **TAXES/SPECIAL ASSESSMENTS**: The Seller shall pay all taxes and any special assessments that have occurred or been assessed on the property up to and including the 28th day of February, 2012. The Buyer shall pay all taxes and any special assessments that have accrued or been assessed after the aforementioned date. If the Buyer fails to pay taxes or assessments when due, the Seller may, to protest interest, pay such amounts. In such event, the Seller may assess the advances plus interest to the Buyer or declare this contract in default in conjunction with the default provision of this contract.

5. **MORTGAGES/ENCUMBRANCES**: The Seller shall, with the proceeds of the payments made by the Buyer, make all payments to other parties who may hold a mortgage or lien in order to satisfy all mortgages and other encumbrances upon the property. The Seller is permitted to make such payments monthly as payments are received from the Buyer. The Buyer shall receive monthly verification from the Seller that the mortgage or other obligations of encumbrances are satisfied to third parties by the Seller. If the Seller fails to provide verification or fails to make the required mortgage or encumbrance payment obligations, the Buyer may make the arrangements for the monthly obligation to the seller under this contract to be paid directly to the party who holds a mortgage or other encumbrance on the property. Once the Buyer has reduced the balance of this contract to the existing mortgage or encumbrance amounts, the Buyer, if permitted by the party holding the mortgage or encumbrances, may either assume the mortgage or encumbrance or pay the monthly amounts directly to the holder of the mortgage or encumbrance. Such payments would occur in the event the Seller's equity interest has been paid to the Seller. Buyer shall be appropriately credited for such payments.

6. **INSURANCE**: The Buyer, from the date of possession forward, shall maintain insurance coverage for all liability, fire, tornado, flooding, other hazards and contingencies as the Seller may require on all buildings existing or erected on the above-described premises and the contents, if any of the contents have also been sold by the Seller to the Buyer. The Buyer shall obtain an appropriate rider on the insurance policies with the Seller identified as the owner in fee simple of the premises. In the event of any loss, the Seller must be a co-payee of insurance proceeds in order to assure the proper replacement or repair or loss to the premises.

7. **NEW ENCUMBRANCES/LIENS**: Neither party may encumber the above described property in any way during the term of this agreement unless specific written consent is received by the other party.

8. **DEED/BILL OF SALE**: Once all terms and conditions, including full payment of the consideration for the above-described property, have been fulfilled, the Seller shall execute and deliver a Warranty Deed to the Buyer. The deed shall convey title in fee simple. The Seller will demonstrate merchantable title, and also provide the Buyer with the abstract to the property showing the original government patent and/or platting, the title in the Seller's name and the disclosures of all easements, restrictions and covenants on the property. The Seller shall pay the abstracting costs to the date of the Buyer's final payment under this contract. A Bill of Sale shall be executed by the Seller if any personal property is a part of the conveyance. The deed of conveyance may contain restrictions or qualifications as to zoning, easements, restrictive covenants or specific regulatory matters that restrict use of the property. If the property is held in joint tenancy, the deed provided must properly reflect ownership and conveyance.

9. **FORFEITURE/FORECLOSURE**: If the Buyer fails to perform any portion of this contract, as agreed, the Seller may take appropriate action to reclaim the property including legal action of contract forfeiture. In the event forfeiture is necessary, the Seller shall also be entitled to attorney fees and costs. The failure of any of the following may constitute grounds for forfeiture: (a) payment of amounts due under this contract; (b) payment of taxes and/or special assessments; (c) maintaining insurance; (d) maintaining the premises in good condition and/or reasonable repair; (e) using the premises for lawful purposes; (f) complying with applicable law regarding the use of the premises and; (g) complying with the provisions of this contract. Additionally, the failure to comply with the provisions of this agreement by the Buyer shall give the Seller the right to issue a 20 day notice to accelerate the payment of the entire balance of this contract.

10. **INTEREST ON DELINQUENCY**: On any amounts deemed to be delinquent by either party under this contract, twelve percent (12%) interest per annum may be applied on such delinquent amounts.

11. **POSSESSION**: The Buyer shall take possession of the premises on the 17 day of March, 2012.

12. **GOVERNING LAW AND VENUE**: This contract/agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington. The parties further agree that the venue for

any and all disputes related to this contract/agreement shall be Skamania County, Washington.

13. ENTIRE AGREEMENT; MODIFICATION. This document sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

Dated at Carson, WA this 16th day of February, 2012.


Bryan Scott Mathany

Betty Mae Smith

P.O. Box 585

Carson, Wa. 98610
Address

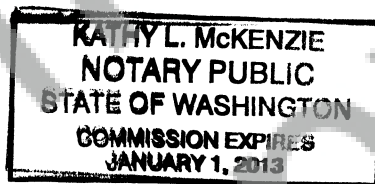
Address

Kimberlen Sue Mathany

P.O. Box 585

Carson, wa. 98610
Address

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)



On this 16th day of February, 2012, the persons identified above, Bryan Scott Mathany, Kimberlen Sue Mathany, and ~~Betty Mae Smith~~, signed before me, a Notary Public, their signatures when they personally appeared to declare the ~~above~~ voluntary act and deed.

re the above voluntary act and

Kelly M. Senge

Notary Public for the State of

Washington Residing at *Hansen*

My Commission Expires: Jan 1, 2013

any and all disputes related to this contract/agreement shall be Skamania County, Washington.

13. ENTIRE AGREEMENT; MODIFICATION. This document sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

Dated at Carson, WA this ____ day of February, 2012.

Bryan Scott Mathany

Betty Mae Smith

Address

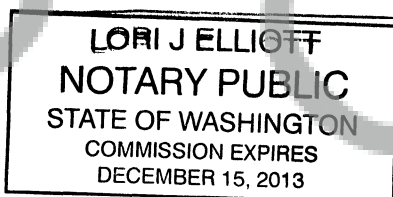
Address

Kimberlen Sue Mathany

Address

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

On this 17 day of February, 2012, the persons identified above, Bryan Scott Mathany, Kimberlen Sue Mathany, and Betty Mae Smith, signed before me, a Notary Public, their signatures when they personally appeared to declare the above voluntary act and deed.



Now Ellis

Notary Public for the State of
Washington Residing at Stevenson

My Commission Expires:

Ex. A

AFTER RECORDING MAIL TO:

Michael P. Higgins
Attorney at Law
1112 Daniels Street, Suite 200
P.O. Box 54
Vancouver, WA 98666

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. REC'D

FEB 24 27 PM '94
P. Olson
AUDITOR
GARY M. OLSON

118656 **QUIT CLAIM DEED** **BOOK 141 PAGE 254**

THE GRANTOR, KAREN ANN OWEN, as Personal Representative for the Estate of Anna C. Ott, deceased, for and in consideration of Ten Dollars and No/100 (\$10.00) and other valuable consideration, conveys and quit claims to HUBERT D. SMITH and DANNA L. SMITH, husband and wife, the following described real estate, situated in the County of Skamania, State of Washington, including any interest therein which Grantor may hereafter acquire:

That portion of the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

Beginning at a point 30 feet North and 80 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter of the said Section 20, thence North 90 feet; thence East 57 feet; thence South 90 feet; thence West 57 feet to the point of beginning.

This Deed is given to release security under the terms and conditions of Seller's Assignment of Contract and Deed for Security Purposes recorded under Skamania County Auditor's File No. 112471, and the real estate tax affidavit is not required under WAC 458-61-080(3)(b)(vi).

DATED this 13 day of August, 1993.

Skamania County Assessor
Date 2-27-94 Parcel # 3-8-20-44-2300

Karen A. Owen
KAREN ANN OWEN, Personal Representative for the Estate of Anna C. Ott, deceased

STATE OF WASHINGTON)
 : ss.
County of Clark)

I certify that I know or have satisfactory evidence that KAREN ANN OWEN
QUIT CLAIM DEED - 1

Registered
Indexed, Dir. *p*
Indirect *p*
Filed
Noted

MARSH, STRUHAN & HIGGINS
LAW OFFICES
1112 DANIELS STREET
P.O. BOX 54
VANCOUVER, WA 98666
(206) 695-7805
(206) 693-2046

Gloria J. Kimmel, Skamania County Assessor
By: *JK* Parcel # 03-08-20-44-2300 00