

**WHEN RECORDED RETURN TO:**

Katrina & Wayne Golder  
Ron & Charlene Golder

17016 NE 37th Cir

Vancouver WA 98682

**REAL ESTATE EXCISE TAX**

30403

# NOV 27 2013

PAID 2,223.50

Nike Chelland, Deputy  
SKAMANIA COUNTY TREASURER

**DOCUMENT TITLE(S)**

Real Estate Contract

**REFERENCE NUMBER(S)** of Documents assigned or released:

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

**GRANTOR(S):**

Wayne & Katrina Golder  
Ronald & Charlene Golder

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

Larry and Krista Bever

☐ Additional names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot #34 4 Peaks Subdivision located in the Northwest Quarter of Section 8 Township 7 North Range 6 East of the Williams River Meridian recorded on Plat file Book B Page 60 Skamania Co WA

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

Lot #34 07060820340000  
Lot #23 07060820230000

C.S. 11/26/13

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

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.

**PROMISSORY NOTE and REAL ESTATE CONTRACT**

**DATED: 11 /26/ 2013**

**Principal Amount:**

**State of Washington**

**\$114,500**

**FOR VALUE RECEIVED**, the undersigned Larry and Krista Bever, hereinafter called Buyer/Grantee, hereby jointly and severally promise to pay to the order of Wayne A. and Katrina M. Golder and Ronald L. and Charlene Golder, hereinafter called Seller/Grantor, the sum of One Hundred Fourteen Thousand and five hundred dollars (\$114,500) together with the interest thereon at the rate of 4% per annum on the unpaid balance. Said sum shall be paid in the manner as follows:

Payment of **\$693.85** due on the 10th day of each month starting **March 10, 2014**, electronically sent half to the account of Wayne and Katrina Golder and half to the account of Ronald and Charlene Golder.

This promissory note is for the purchase of property and cabin as follows:

lot #34, 4 Peaks subdivision, located in the Northwest Quarter of Section 8, Township 7 North, Range 6 East of the Willamette Meridian, recorded on Plat file Book B Page 60, Skamania County, Washington. Parcel #07060820340000

The purchase price is \$145,000 less down payment in the form of Buyer's lot as follows:

Lot #23, 4 Peaks subdivision, located in the Northwest Quarter of Section 8, Township 7 North, Range 6 East of the Willamette Meridian, recorded on Plat file Book B Page 60, Skamania County, Washington, Parcel#07060820230000 (Warranty Deed to be assigned)

Lot#23 valued at \$30,000, less \$500 paid in earnest money on October31, 2013 leaving a balance of \$114,500. Payments are based on a 20-year loan at 4% with the requirement that a lump sum of balance due be paid by March 10th of the 10th year (March 10, 2024).

All payments shall be first applied in order to late charges, accrued interest, and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments or additional payments beyond monthly payments shall be applied to the principal.

This note shall at the option of any Seller hereof be immediately due and payable upon the failure to make any payment due hereunder within 61 days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned Buyers agree to pay all reasonable attorney fees and costs of collection. Payments not made within ten (10) days of due date shall be subject to a late charge of 10% of said payment. All payments hereunder shall be made electronically to accounts of Sellers as designated or such address as designated by any Seller hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension renewal, modification, wavier or other indulgence by any Seller or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any Seller hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any Seller hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any Seller thereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

**Possession:** Buyer shall be entitled to possession of the premises contracted to be sold from and after the date of this contract and during their full and proper performance of this contract. Buyer accepts property as is. Buyer is responsible to keep and maintain the land the buildings in as good condition as the date purchased and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written

consent of Seller. Buyer shall not sell, assign, or pledge their interest in Lot#34 without the Sellers written consent which consent shall not be unreasonably withheld.

**Taxes and Insurance:** The Buyer is responsible for insurance and taxes on lot #34 and Buyer agrees to maintain insurance and pay all taxes and special assessments hereafter levied on the land. The Seller is responsible for taxes on lot #23 as of the date of the signing of this contract. The 2013 real estate taxes on lot #34 and lot #23 shall be pro-rated as of closing.

**Advances:** It is understood and agreed that in the event the Buyer fails or neglects or refuses to pay any taxes, assessments, or any other lawful charge against said property, the Seller may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Buyer to the Seller upon demand with interest thereon from each respective date of advancement until repaid, at the rate of ten (10%) percent per annum.

**Deed:** Seller agrees to execute and deliver to Buyer within thirty (30) days after final payment on this contract, a Warranty Deed conveying said property (Lot#34 4-Peaks Subdivision) to the Buyer free and clear from all encumbrances except taxes, liens or other encumbrances placed or suffered by Buyer or their successors. Buyer agrees to execute Warranty Deed on Lot#23 4-Peaks Subdivision to Seller as of the date of this contract.

**Liens:** As of the date of this contract, Buyer attests that no liens exist on Lot#23 property; Seller attests that no liens exist on Lot#34 property and cabin.

Skamania County Assessor  
Date 1/26/13 Parcel# 7-6-8-2-3400  
65

GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound by this note and agreement until fully paid and satisfied.

Signed in the presence of: [Signature]  
Witness

[Signature]  
Witness

[Signature] 11/26/13  
Buyer/Grantee: Larry Bever Date  
15625 SE Hugh Ave.  
Milwaukie, OR 97267-3732

[Signature] 11/26/13  
Buyer/Grantee: Krista Bever Date

We the undersigned agree to the terms of this note and agreement and agree to remain bound by the agreement until fully paid and satisfied by the Buyer.

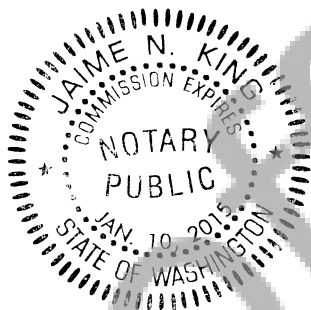
[Signature]  
Witness

[Signature] 11/26/13  
Seller/Grantor: Wayne A. Golder Date  
17016 NE 37th Circle Vancouver WA 98682

[Signature] 11/26/13  
Seller/Grantor: Katrina M. Golder Date

[Signature] 11/26/13  
Seller/Grantor: Ronald L. Golder Date  
18902 NE 21st Street Vancouver WA 98684

[Signature] 11/26/13  
Seller/Grantor: Charlene Golder Date



NOTARY  
STATE OF WASHINGTON  
COUNTY OF Clallam

I certify that I know or have satisfactory evidence that: Wayne and Katrina Golder, Ronald and Charlene Golder, and Larry and Krista Bever appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 11/26/13  
[Signature]  
Notary Signature

Jaime King  
Notary (printed)  
Notary Public in and for the State of Washington  
Residing at: IQ Credit Union  
Appointment expires: 1/10/2015