

Return Address: Duane Hammrich
172 What Rd
Washougal, WA 98671

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| Document Title(s) or transactions contained herein: Contract for Deed | | SKAMANIA COUNTY REAL ESTATE EXCISE TAX 31504 OCT 15 2015 \$1,917.50 |
| GRANTOR(S) (Last name, first name, middle initial) Duane G. Hammrich | | PAID <u>[Signature]</u> SKAMANIA COUNTY TREASURER |
| <input type="checkbox"/> Additional names on page _____ of document. | | |
| GRANTEE(S) (Last name, first name, middle initial) Steven Hammrich Diana Adler Martonik | | |
| <input type="checkbox"/> Additional names on page _____ of document. | | |
| LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) Reference Exhibit "A" | | |
| <input type="checkbox"/> Complete legal on page _____ of document. | | |
| REFERENCE NUMBER(S) of Documents assigned or released: | | |
| <input type="checkbox"/> Additional numbers on page _____ of document. | | |
| ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER Lot # 01050300011000 <u>10</u> | | |
| <input type="checkbox"/> Property Tax Parcel ID is not yet assigned | | |
| <input type="checkbox"/> Additional parcel numbers on page _____ of document. | | |
| The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information. | | |

CONTRACT FOR DEED

This Contract ("Contract") is effective as of October 01, 2015 by and between

- Duane Hammrich, a single person,

Hereinafter referred to as "SELLER," whether one or more, and

- Steven Hammrich, 38010 SE 35th St, Washougal, Clark County, Washington, 98671,
- Diana Adler Martonik, 38010 SE 35th St, Washougal, Clark County, Washington, 98671,

Hereinafter referred to as "BUYER," whether one or more, on the terms and conditions and for the purposes hereinafter set forth.

PROPERTY: The property sold under this contract is located at 42 What Rd, Washougal, Washington 98671 in Skamania County and is legally described as

Lot # 0105030001100 in Skamania County. See attached exhibit "A"

Hereinafter referred to as "the Property."

PURCHASE PRICE: The agreed upon sales price for the Property is \$125,000.00 with interest from September 6th, 2015, on the unpaid principal at the rate of 5% per annum.

TERMS OF PAYMENT: Payments under this contract should be submitted to Duane Hammrich at 172 What Rd, Washougal, Washington 98671.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 5% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$824.94, beginning on October 6th, 2015, and continuing until September 6th, 2035 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE: There will be no late payment charge for payments received after the Due Date.

NON-SUFFICIENT FUNDS: The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT: The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

ENCUMBRANCES: The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS: Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION: Buyer will maintain possession of the Property upon execution of this Contract.

CONDITION OF PREMISES: The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE: Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

TAXES AND ASSESSMENTS: Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT: In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 90 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 90 days

DEED: Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Quit Claim Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

ABSTRACT/TITLE POLICY: The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES: Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT: Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES: If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT: This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY: If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES: To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW: This Contract for Deed shall be construed in accordance with the laws of the State of Washington.

WAIVER: The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

OTHER PROVISIONS: Early pay-off will be principle plus 10%. In the event of the sellers death the loan is forgiven. Buyers will not use the property for any illegal purposes.

TAX EXEMPTION: Buyer will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING: This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.

This notice is to inform you that the real property you are considering for purchase may lie in close proximity to a farm. The operation of a farm involves usual and customary agricultural practices, which are protected under RCW 7.48.305, the Washington right to farm act.

Deed Drafted By:

Duane Hammrich

172 What Rd,

Washougal, Washington, 98671

360-837-3850

SELLER: Duane Hammrich

DATED: 9/28/15

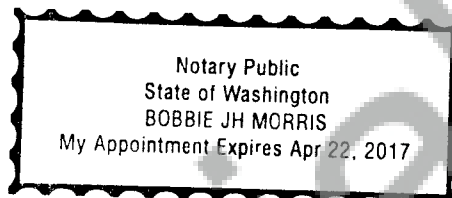
Duane Hammrich

STATE OF WASHINGTON, COUNTY OF ^{CLACK}SKAMAWA, ss:

On this 28 day of September, 2015, before me personally appeared Duane Hammrich, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

~~BOBBIE JH MORRIS~~

Notary Public



BOBBIE JH MORRIS

Title (and Rank) NOTARY

My commission expires 04/22/2017

Notary Address:

430 NE Adams

CAMAS WA 98607

BUYER: Steven Hammrich

DATED: 9/28/15

Steven Hammrich

Steven Hammrich

38010 SE 35th St

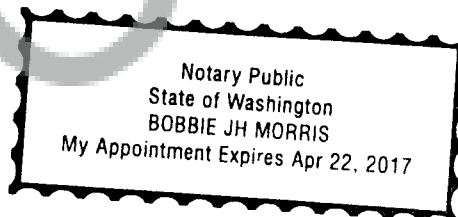
Washougal, Washington, 98671

CLARK
STATE OF WASHINGTON, ss: COUNTY OF SKAMANIA, ss:

On this 28 day of September, 2015, before me personally appeared Steven Hammrich, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

Bobbie JH Morris

Notary Public



Bobbie JH Morris

Title (and Rank) NOTARY

My commission expires 04/02/2017

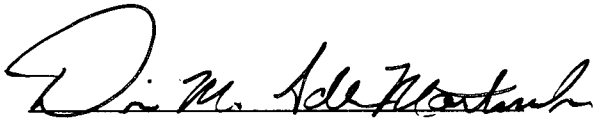
Notary Address:

430 NE Adams

Camas WA 98607

DIANA M. ADLER-MARTONIK
BUYER:

DATED: 9/28/15



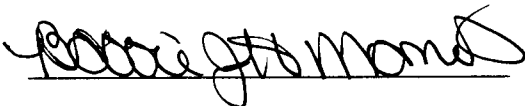
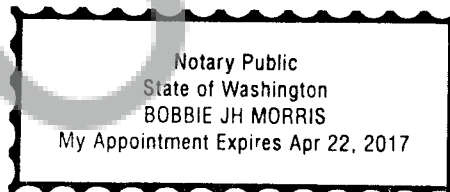
Diana Adler Martonik

38010 SE 35th St

Washougal, Washington, 98671

STATE OF WASHINGTON, ss: COUNTY OF ^{CLARK} ~~SKAMANIA~~, ss:

On this 28 day of September, 2015 before me personally appeared Diana Adler Martonik, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.



Notary Public

04/22/2017

Title (and Rank) NOTARY

My commission expires 04/22/2017

Notary Address:

430 NE Adams

COMAS WA 98607

INSTRUCTIONS TO THE SELLER

ORDER NO. S15-0303KM

EXHIBIT "A"

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section 3, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, and being a portion of the Short Plat recorded in Book 3, Page 159 of Skamania County Records and further described as follows:

Beginning at the Southeast corner of said Lot 1; thence North $01^{\circ} 36' 13''$ East along the East line of said Lot 1 a distance of 288.7 feet; thence North $89^{\circ} 35' 28''$ West parallel with the South line of said Lot 1 a distance of 420.00 feet; thence North $01^{\circ} 36' 13''$ East parallel with the said East line 42.0 feet to the North line of said Lot 1; thence South $01^{\circ} 30' 25''$ West along the West line of said Lot 1 a distance of 330.69 feet to the Southwest corner of said Lot 1; thence South $89^{\circ} 35' 28''$ East along said South line 790.67 feet to the point of beginning.

Skamania County Assessor

Date 6-15-15 Parcel# 1-5-3-110