

Return Address: Jason O'Dell
Shelley Messersmith
PO Box 1022
Carson WA 98610

Document Title(s) or transactions contained herein:	
Sales Contract	
SKAMANIA COUNTY REAL ESTATE EXCISE TAX 3176.2 APR 11 2016	
GRANTOR(S) (Last name, first name, middle initial)	PAID \$1994.00 Richard O'Dell & Shelley J Messersmith SKAMANIA COUNTY TREASURER
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial)	
O'Dell Jason A Messersmith Shelley J	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
LOT 1 Estey Sp BK PG 193	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) of Documents assigned or released.	Skamania County Assessor Date 4-7-16 Parcel 3-8-20-2403
030820200403002	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
<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.	

REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

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 April 1, 2016,
between Richard H. Estey as "Seller"
and Jason Alan O'Dell and Shelley Jean Messersmith as "Purchaser(s)."
2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser(s) and Purchaser(s) agrees to purchase(s) from Seller the following described real estate in Skamania County, State of Washington:

311 Josheanka Dr, Skamania County, Lot 1 Estey SP BK 3 PG 193

Skamania County Assessor
Date 4-7-16 Parcel# 3-8-20-2-403

Abbreviated Legal: (Required if full legal not inserted above.) 311 Josheanka Drive, Carson, Washington, 98610

Tax Parcel Number(s): 03082020040300

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: NONE

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

4. (a) PRICE. Purchaser(s) agrees to pay: \$ 130,000 Total Price
Less \$ 7000.00 Down Payment
Less \$ 0.00 Assumed Obligation(s)
Results in \$ 123,000.00 Amount Financed by Seller.

- (b) ASSUMED OBLIGATIONS. Purchaser(s) agrees to pay the above assumed obligation(s) by assuming and agreeing to pay that certain NONE dated _____
(Mortgage/Deed of Trust/Contract) recorded as Auditor's File No. _____.

Seller warrants the unpaid balance of said obligation is \$ 0 which is payable \$ _____ on or before the _____ day of _____
() including () plus interest at the rate of _____ % per annum on the declining balance thereof; and a like amount on or before the _____ day of each and every _____ thereafter until paid in full.
(month/year)

NOTE: Fill in the date in the following two lines only if there is an early cash out date on the assumed obligation.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN _____, _____.

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Purchaser(s) agrees to pay the sum of \$ 123,000.00 as follows:

\$ 1,106.00 or more at purchaser's option on or before the 5th day of April 2016 (☒) including (☐) plus interest at the rate of 7 % per annum on the declining balance thereof; and a like amount or more on or before the 5th day of each and every Month thereafter until paid in full.
(month/year)

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN May 2031.

Payments are applied first to interest and then to principal. Payments shall be made to Rick Estey PO Box 858, Carson, WA 98610 or by direct deposit as agreed or such other place as the Seller may hereafter indicate in writing.

5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Purchaser(s) fails to make any payments on assumed obligation(s), Seller may give written notice to Purchaser(s) that unless Purchaser(s) makes the delinquent payment(s) within 15 days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the Holder of the assumed obligation(s). Purchaser(s) shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorney fees incurred by Seller in connection with making such payment.

ANY ADDITIONAL OBLIGATION TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM

6. 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(s) and the obligations being paid by Seller.

NONE

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM

7. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser(s) 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(s) or to defects in title arising subsequent to the date of this Contract by, through, or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.
8. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Purchaser(s) agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment

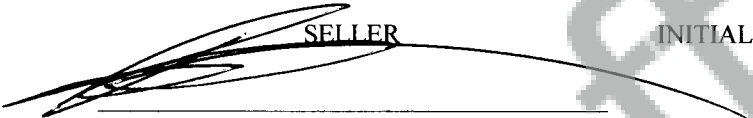
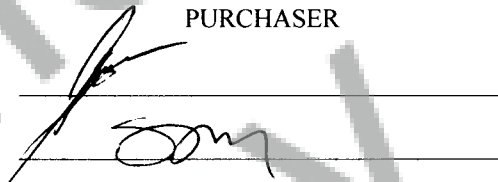
charge shall be in addition to all other remedies available to Seller and the first amounts received from Purchaser after such late charges are due shall be applied to the late charges.

9. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in 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.
10. POSSESSION. Purchaser(s) is entitled to possession of the property from and after the date of this Contract or April 1, 2016, whichever is later, subject to any tenancies described in paragraph 7.
11. TAXES, ASSESSMENTS, AND UTILITY LIENS. Purchaser(s) agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser(s) 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(s) 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(s) may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchaser(s) may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
12. INSURANCE. Purchaser(s) 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(s) 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(s). Purchaser(s) 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(s) 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 Seller shall determine. In the event of forfeiture, all rights of Purchaser(s) in insurance policies then in force shall pass to Seller.
13. NONPAYMENT OF TAXES, INSURANCE, AND UTILITIES CONSTITUTING LIENS. If Purchaser(s) 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(s) 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.
14. CONDITION OF PROPERTY. Purchaser(s) 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(s) agrees to maintain the property in such condition as complies with all applicable laws.
15. RISK OF LOSS. Purchaser(s) shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser(s) from any of Purchaser's obligations pursuant to this Contract.
16. WASTE. Purchaser(s) shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchaser(s) shall not remove commercial timber without the written consent of Seller.

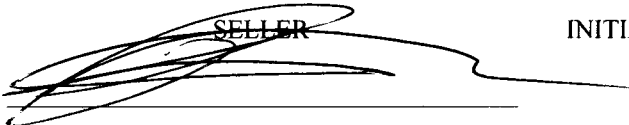
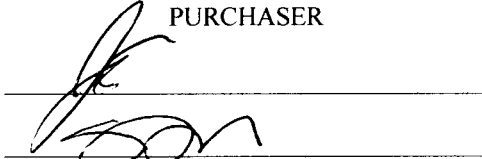
17. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Purchaser(s) agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchaser(s) consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees, and livestock.
18. **CONDEMNATION.** Seller and Purchaser(s) may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser(s) 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(s) 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 Purchaser(s) price, as Seller may direct.
19. **DEFAULT.** If the Purchaser(s) 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(s) and all persons claiming through the Purchaser(s) 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(s) 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(s) 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(s) or personally delivered to the Purchaser(s), 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(s) may be liable for a deficiency.
20. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Purchaser(s) is receiving rental or other income from the property, Purchaser(s) agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
21. **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.
22. **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.
23. **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.


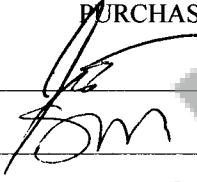
24. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Purchaser(s) at: Jason O'Dell or Shelley Messersmith PO Box 1022, Carson, WA 98610 or 311 Josheanka Dr., Carson, WA 98610 and to the Seller: Richard Estey at PO Box 858, Carson, WA 98610 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.
25. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.
26. 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.
27. ALTERATIONS. Purchaser(s) shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

 _____ _____ SELLER	INITIALS:	 _____ _____ PURCHASER
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28. DUE ON SALE. If Purchaser(s), 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 sheriffs sale of any of the Purchaser'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 Purchaser 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 options for renewals), a transfer to a spouse or child of Purchaser(s), 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 condemner agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

 _____ _____ SELLER	INITIALS:	 _____ _____ PURCHASER
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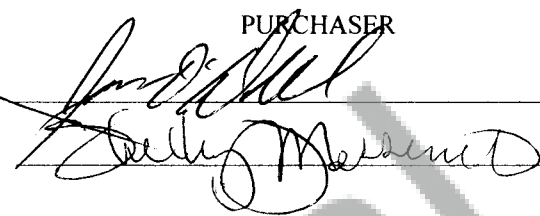
29. PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Purchaser(s) agrees to pay all real estate taxes and assessments and fire/damage insurance premiums for the entirety of this contract

SELLER	INITIALS:	PURCHASER
 _____		 _____

30. ADDENDA. Any addenda attached hereto are a part of this Contract.
31. 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.

Unofficial Copy

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

 **SELLER**  **PURCHASER**

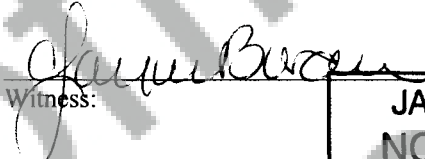
STATE OF WASHINGTON
COUNTY OF SKAMANIA

ss.

I certify that I know or have satisfactory evidence that Richard H. Estey is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledged it to be of his free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: 04/07/2016

Witness:


JAYNE I. BORDEN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 15, 2019

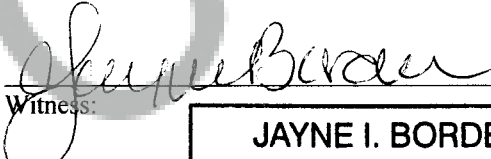
STATE OF WASHINGTON
COUNTY OF SKAMANIA

ss.

I certify that I know or have satisfactory evidence that Jason Alan O'Dell is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be of his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 04/07/2016

Witness:


JAYNE I. BORDEN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 15, 2019

STATE OF WASHINGTON

ss.

COUNTY OF SKAMANIA

I certify that I know or have satisfactory evidence that Shelley Jean Messersmith is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be of his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 04/07/2016

Witness:

JAYNE I. BORDEN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 15, 2019