

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Return Address: FRANK F. RANDOLPH PO Box 1549 Longview, WA 98632-7934
Document Title(s) (for transactions contained therein): REAL ESTATE CONTRACT
Reference Number(s) of Documents assigned or released: (on page ___ of document(s))
Grantor(s) 1. DAVID and SHIRLEY BERRY 2. Additional Names on page ___ of document.
Grantee(s) 1. SHERRY McMASTER and RICHARD EBERT 2. Additional Names on page ___ of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) LOT B OF THE VOGEL CREEK SHORT PLAT #2012180017 SPLIT OFF PARCEL #02052900010500 SITUS 51 BERRY LANE Additional legal is on page 1 of document. Skamania County Assessor Date <u>8-8-16</u> Parcel# <u>25-29-00-102</u>
Assessor's Property Tax Parcel/Account Number: 02052900010200 (SKAMANIA COUNTY) <u>7m</u>
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX
32006
AUG - 8 2016

PAID \$ 2,759.00
Chadley Allen Deputy
SKAMANIA COUNTY TREASURER

REAL ESTATE CONTRACT

Date: JULY 14, 2016

1. Seller, DAVID and SHIRLEY BERRY, agrees to sell to Purchaser, SHERRY McMASTER and RICHARD EBERT, and Purchaser agrees to buy from Seller, the following property in SKAMANIA County, Washington:

LOT B OF THE VOGEL CREEK SHORT PLAT #2012180017 SPLIT OFF PARCEL #02052900010500 SITUS 51 BERRY LANE

Property commonly referred to as 51 Berry Lane, Washougal, Washington 98671

(Skamania County tax parcel number 02052900010200).

2. **PURCHASE PRICE.** The purchase price is ONE HUNDRED AND EIGHTY THOUSAND DOLLARS and NO/100 (\$180,000.00), of which TWO THOUSAND ONE HUNDRED DOLLARS and NO/100 (\$2,100) is earnest money, the receipt of which is hereby acknowledged by the Seller, and an additional FIVE THOUSAND DOLLARS and NO/100 (5,000.00) will be paid in cash at closing. Purchaser agrees to pay the balance of the purchase price together with interest on deferred balances at the rate of SEVEN (7) % per annum from AUGUST 1, 2016, as follows:

ONE THOUSAND, ONE HUNDRED AND FIFTY DOLLARS and 33/100ths (\$1,150.33), or more, at Purchaser's option, on or before the 7TH day of SEPTEMBER 2016, and ONE THOUSAND, ONE HUNDRED AND FIFTY DOLLARS and 33/100ths (\$1,150.33), or more, at Purchaser's option, on or before the 7TH day of each succeeding calendar month until the balance of said purchase price and interest shall have been fully paid (presently estimated to be August 5, 2046).. A late charge of \$50/day plus five percent (5%) interest shall be added to any payment received after the 10th day of the

month. Payments shall be applied as follows: first, to any late fees or other charges as allowed under this paragraph, Paragraph 5 and Paragraph 10; second, to accrued interest; and finally, to the outstanding principal balance. All payments shall be made at the place designated by the Seller.

3. **POSSESSION.** Purchaser shall be entitled to possession of the property on AUGUST 1, 2016.

4. **PERSONAL PROPERTY.** Personal property included in the sale is as follows: stove and refrigerator. Title to personal property described above shall remain in Seller until Purchaser has fully performed the contract, and Purchaser hereby grants to Seller a security interest in all of said property, all insurance and other proceeds relating thereto and all property subsequently acquired by Purchaser in substitution thereof as security for the performance of Purchaser's obligations herein. Purchaser agrees to execute and to deliver to Seller such further documents, UCC Financing Statements, and Statements of Continuation that Seller may request to further evidence or perfect Seller's security interest in said property. Purchaser's rights to the property shall be subject to all applicable terms and conditions of this contract. Personal property shall be maintained in good condition and not disposed of by Purchaser without written consent of Seller. All personal property shall remain on the real property described above, provided temporary removal shall be permitted for making of repairs and/or where the intended use of the property, such as vehicles, necessitates temporary removal.

5. **ASSESSMENTS, TAXES AND CHARGES.** Purchaser agrees to pay before delinquency all taxes, assessments and charges, including all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to the real estate and levied, assessed or charged against the property after the date of this Contract; except that

such real estate taxes, assessments or charges for year 2016 shall be prorated. In the event any taxes, assessments or charges to be paid by Purchaser are paid by Seller, Purchaser shall promptly reimburse Seller. Upon failure of Purchaser to pay any taxes, assessments or charges to be paid by Purchaser, Seller may, at his option, declare a forfeiture of this Contract or pay and discharge any such tax, assessment or charge, and any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bear interest at the rate of 12% per annum, and be due immediately.

6. ***LIENS, CHARGES AND ENCUMBRANCES.*** Purchaser shall pay, before a delinquency of any debts secured thereby, all liens, charges, or encumbrances hereafter lawfully imposed on the property, assumed by the Purchaser in this contract or subject to which this purchase and sale is made, and shall not allow any part of the property to become subject to liens, charges or encumbrances having priority over the rights of Seller in the property. Notwithstanding anything to the contrary provided above in this paragraph, Purchase shall not be responsible for any liens or encumbrances (or payments of title obligations secured thereby) imposed on said property subsequent to the date of this contract by or through the Seller unless such liens, encumbrances or obligations are expressly assumed by the Purchaser. In the event any liens, charges or encumbrances to be paid by Purchaser are paid by Seller, Purchaser shall promptly reimburse Seller. Upon failure of Purchaser to pay any liens, charges or encumbrances to be paid by Purchaser, Seller may, at his option, declare a forfeiture of this Contract or pay and discharge any such liens, charges or encumbrances, and any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bear interest at the rate of 12% per annum, and be due immediately.

7. ***IMPROVEMENTS.*** All improvements now or hereafter made to or placed on

the property shall become a part thereof and shall not be removed.

8. **EXISTING MORTGAGE, CONTRACT OR SECURED OBLIGATION.** Unless otherwise provided herein, if there is a mortgage, contract or other secured obligation on the property, Seller shall keep the same current at all times, satisfy the same of record upon or prior to satisfaction of this Contract, and indemnify, defend and hold Purchaser harmless with regard thereto. If Seller fails to make any payment thereunder, Purchaser may do so and, at Purchaser's election (a) receive credit therefor against the next due payments herein, or (b) demand reimbursement from Seller, together with interest thereon at 12% per annum, institute suit to collect the same.

9. **CONDITION OF PREMISES.** Purchaser accepts the property in its present condition and acknowledges that Seller and Seller's agents have made no representations or warranty concerning the physical condition of the property or uses to which it may be put, other than as set forth in writing herein. The Purchaser agrees to maintain the property and all improvements now or later placed on the property in a good state of repair, shall not make any material alterations without the written consent of Seller, and shall not allow or commit any waste. Breach of this provision shall entitle Seller, upon the giving of three (3) days notice, to go on the property and perform such services and acts as are necessary to comply with this provision. The necessary costs and expenses of these services and act shall be considered an indebtedness immediately payable to the Seller, which Seller shall have a right to collect or at Seller's option shall be considered an obligation under the contract, shall be added to the principal of the contract, and shall bear interest at the contract rate from date that the indebtedness was incurred. The methods of giving notice as herein provided shall be in the same manner as provided in RCW 61.30.050(2)(b) and (3).

10. **USE OF PROPERTY.** Purchaser shall not make nor allow any unlawful use of the property.

11. **INSURANCE.** Purchaser shall insure with companies satisfactory to Seller the buildings now or hereafter placed on the property and any personal property included in this Contract under fire and extended coverage policies, including liability policies, in an amount not less than the balance owed Seller plus the amount of any obligations assumed by Purchaser, with loss thereunder payable first to any underlying encumbrancer who is such at the time of the execution hereof, then to Seller (who will be listed as an additional insured), then to Purchaser, as their respective interests may appear. The policy shall be held by Seller or such encumbrancers if required by the terms of the mortgage or Deed of Trust and a certificate or certificates of insurance provided to Seller on or before closing. All insurance policies shall be taken out with insurance companies holding a general policy holder's rating of "A" or better and a financial rating of "VII" or better, and licensed in the State of Washington. The insurance policy shall contain endorsements requiring forty-five (45) days' written notice to Seller prior to any cancellation or any reduction in the amount of coverage. The policy is to be sent to David Berry yearly to P.O. Box 1779, Longview, Washington 98632.

In the event of destruction of or damage to any of said buildings or personal property and the collection of insurance during the life of this Contract, the money received on said insurance may, at the option of Purchaser, be used in the restoration of said improvements, provided, that Purchaser is not at the time in default under the provisions of this Contract, and subject to the terms of any mortgage or Deed of Trust on the property. If Purchaser fails to procure insurance, Seller is authorized to do so, and the cost may be added to the balance due hereunder and shall bear interest at 12% per annum, and shall become due immediately, or Seller

may, at Seller's option, forfeit this Contract for the failure of Purchaser to procure insurance.

12. CONDEMNATION. If the property or any part shall be taken and condemned, such taking shall not be a ground for rescission of this Contract. The award made for the taking shall be deemed to be the property of Purchaser, but shall be paid to Seller to apply upon the purchase price, not exceeding any amounts then unpaid hereunder.



13. ASSIGNMENT OR TRANSFER. The Purchaser shall not assign this Contract without the written consent of the Seller. The Seller shall not unreasonably withhold such consent; and, once given, such consent shall not waive the requirements of this paragraph as to any subsequent assignment of this Contract. The Seller may transfer or assign this Contract at the sole discretion of the Seller, without the consent of the Purchaser.

14. DESTRUCTION OF PROPERTY. In the event of damage to or destruction of any buildings or improvements upon the property, such damage as between the parties shall be the loss of Purchaser and shall not be a ground for rescission of this Contract or abatement of purchase price.

15. DEED. When Purchaser has fully performed this Contract, Seller shall execute and deliver to Purchaser a Statutory Warranty Deed conveying the property free and clear of all encumbrances except reservations, restrictions and easements of record, and any encumbrances agreed to by Purchaser. Warranties of Seller are limited to the date of this Contract except for affirmative acts of Seller thereafter.

16. TITLE INSURANCE. Seller shall obtain a standard purchaser's form policy of title insurance showing insurable title in Seller as of the date of this Contract, excepting matters herein expressly agreed to by Purchaser or herein expressly provided to be satisfied hereafter by Seller, and insuring Purchaser for the amount of the purchase price of the real property to be

sold.

16.1 Purchaser has examined the preliminary commitment for title insurance No. 024346, issued by Clark County Title and dated July 21, 2016, and agrees to accept a purchaser's standard coverage title insurance policy in the form of that commitment in full satisfaction of the Seller's obligations under this paragraph.. DLB SAB  

17. **REMEDIES.** Time is of the essence of this Contract. If the Purchaser fails to make any payment or perform any obligation hereunder, Seller shall be entitled to exercise all rights and remedies as allowed by law or equity, including the right to elect one or more of the following remedies:

a. To forfeit this Contract under Ch. 61.30 RCW, as is presently enacted or may hereafter be amended, in which event, without limiting any remedies of Seller as provided by the said statute, all right, title and interest of Purchaser and parties claiming an interest in the real and/or personal property subject to this Contract shall be cancelled and terminated; all prior payments shall be retained by the payee thereof; all improvements and unharvested crops shall be forfeited; and Seller shall be entitled to possession of the real and/or personal property, which right may be enforced under the provisions of Ch 59.12 RCW..

b. To declare all amounts payable under this Contract immediately due and payable and institute suit to collect such amounts, together with reasonable attorneys' fees; provided, if within thirty (30) days after commencement of such action, Purchaser cures the default(s) and pays to Seller, Seller's actual attorneys' fees incurred and other taxable costs of suit, this Contract shall be reinstated.

c. To commence an action for the collection of past due payments or

obligations arising prior to the date of judgment.

d. To commence an action for specific performance of Purchaser's obligations under this Contract (including redress by either a mandatory or prohibitive injunction).

e. If Purchaser is in default under this Contract and abandons the real and personal property, if any, subject hereto, pending the exercise of other rights or remedies as provided for herein, Seller may take immediate possession of the real and/or personal property for the purpose of preserving or otherwise protecting the property from loss, damage or waste.

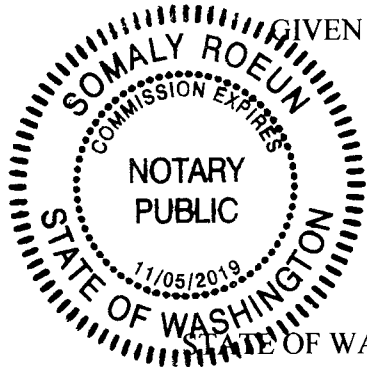
18. **NON-WAIVER.** Failure of Seller to insist upon strict performance of Purchaser's obligations hereunder (e.g., accepting late or partial payments) shall not be construed as a waiver by Seller of strict performance thereafter of all of Purchaser's obligations hereunder and shall not prejudice Seller's remedies as provided herein or by law or equity.

19. **VENUE.** If either party commences an action to enforce rights under this Contract, venue of such action, at the option of Seller, shall lie in Skamania County, Washington.

20. **ATTORNEY'S FEES AND COSTS.** In the event of a lawsuit between the parties to this Contract, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney's fees and costs (including title and lien searches) either at trial or on appeal. If either party exercises any non-judicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the non-defaulting party's reasonable attorneys' fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs and reasonable attorneys' fees shall constitute an event of default under this Contract.

21. **NOTICE.** Notices shall be either personally served or shall be sent by certified or

to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



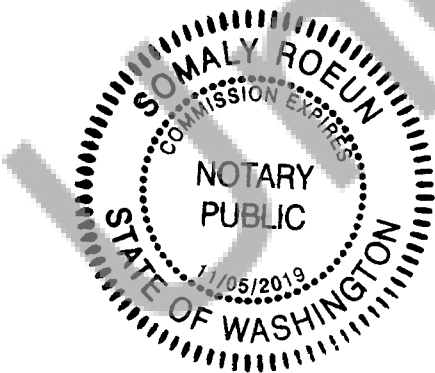
GIVEN under my hand and official seal this 18 day of July 2016.

Signature *Somaly Roen*
 Printed Name Somaly Roen
 Notary Public for the state of Washington
 My Appointment Expires 11/05/2019

STATE OF WASHINGTON)
) ss.
 County of Clark)

On this day personally appeared before me SHERRY McMASTER and RICHARD EBERT, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 18 day of July 2016.



Signature *Somaly Roen*
 Printed Name Somaly Roen
 Notary Public for the state of Washington
 My Appointment Expires 11/05/2019