

Return Address:

Bernard K Hinzman Jr.
PO Box 166
Stevenson, WA 98648

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

32032
AUG 22 2016

PAID \$1,152.50
Deborah Anna Deputy
SKAMANIA COUNTY TREASURER

REAL ESTATE CONTRACT

Seller: Bernard K Hinzman Jr. and Deborah A. Hinzman, HUSBAND AND

Buyer: Angus Ruck, A SINGLE PERSON

WIFE

Legal description: Lots 5 & 6 BLK 2 ROSELAWN ADDITION,
Stevenson, WA

Tax Assessor's Parcel No.: 03073634280100

Skamania County Assessor
Date 8-22-16 Parcel# 3-7-36-3-4-2801

THIS REAL ESTATE CONTRACT made this day by and between BERNARD K HINZMAN JR and DEBORAH A. HINZMAN*, hereinafter called "Sellers", and ANGUS RUCK*, hereinafter called "Buyer".

*HUSBAND AND WIFE

*A SINGLE PERSON

WITNESSETH:

Section 1. DESCRIPTION OF PROPERTY CONTRACTED TO BE SOLD: In consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Sellers conveys to the Buyer based on the this Real Estate Contract the following described real estate in Skamania County, Washington, to-wit:

Lots 5 and 6, Block 2, ROSELAWN ADDITION TO THE TOWN OF STEVENSON, according to the recorded plat thereof recorded in Book of Plates Page 44 I the County of Skamania, State of Washington.

SUBJECT TO:

The property line between 167 McKinley Street and Lots 5 and 6 will be the existing fence, even if a survey says otherwise.

Easement Agreement including the terms and provisions there recorded October 23, 1992, in Book 131, Page 645.

THIS CONVEYANCE IS SUBECT TO COVENANTS CONDITIONS,
RESTRICTIONS, AND EASEMENTS, IF ANY, AFFECTING TITLE
WHICH MAY APPEAR IN THE PUBLIC RECORD, INCLUDING
THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY.

Section 2. PURCHASE PRICE AND PAYMENTS:

- 2.1 The purchase price for said real estate is the sum of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00), which shall be paid as follows:
- a) The sum of \$45,000.00 shall be paid as down payment as of the date of closing.
 - b) The balance of \$30,000.00 shall be paid on or before the 15th day of February 2017. If payment is not paid in full on or before this date, the property will revert back to the seller, with no refund of the down payment of \$45,000.00.
- 2.2 This Contract shall bear no interest.
- 2.3 Buyer shall be entitled to prepay without penalty any or all sums due under the terms hereof.

Section 3. POSSESSION: Buyer shall be entitled to possession of the real property contracted to be sold from and after the date of this Contract and during his full and proper performance of this Contract.

Section 4 _ ADVANCES: It is understood and agreed that in the Buyer agrees to pay any Real Estate Excise Tax, taxes, assessments, insurance premiums or any other lawful charge against said property.

Section 5 PREPAID TAXES AND INSURANCE: Current real estate taxes are paid for the first half of 2016. The Seller shall take over taxes and insurance as of purchase date.

Section 6 BUYERS' COVENANTS: Buyer covenants and agrees as follows:

- (a) To make the payments mentioned in the manner on the dates named.
- (b) To keep the property constantly insured against loss by fire, with extended coverage, to the extent of the full insurable value thereof, with loss payable to Sellers and Buyer as their respective interests may appear, and upon demand to deliver said policies to Seller.
- (c) To pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property, or the improvements thereon by fire, or from any other cause.

- (d) To make or permit no unlawful or offensive or improper use of said property or any part thereof, nor to permit any waste, destruction or damage thereto.
- (e) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said property on which may have assumed by the Buyer in this Contract.
- (f) Not to permit or suffer any part of said property to become subject to any assessment, liens, charge or encumbrances whatsoever, having or taking precedence over the rights of the Sellers in and to said property.
- (g) To continue to make payment to the Sellers Estate should one or all parties be deceased according to their Last Will and Testament and/or through the Executer of said Estate.

Section 7 DEED AND TITLE INSURANCE:

7.1 Sellers agree to execute and deliver to Buyer when final payment on this Contract has been made a Fulfillment Deed conveying said property to the Buyer free and clear from all encumbrances except those mentioned herein and except taxes, liens or other encumbrances placed or suffered by Buyer or his successors.

Section 8 CHANGE IN TITLE OR OCCUPANCY: The rights to purchase granted by this Real Estate Contract are personal to the Buyer, and Sellers' reliance upon Buyer's ability and integrity is a part of the consideration for this Contract. Neither this Contract, nor any interest herein, nor the possession of the property may be assigned or transferred by the Buyer, nor shall Buyer make or enter into any Contract for the sale of the property or any interest therein, without the prior written consent of the Sellers. Any attempt at assignment, sale, or transfer of any interest, including possession, by Buyer in violation of the foregoing provisions may, at Sellers option, be deemed a default by Buyer and Sellers may, at Sellers' option, declare the remaining Contract balance any other sums owing by Buyer to Seller hereunder, immediately due and payable. As an alternative to declaring the remaining Contract balance.

Section 9 FORFEITURE: Time is of the essence of this Contract and if the Buyer shall fail, refuse or neglect to pay either or any of the installments or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyer to be performed, and their successors in this Contract and in the real estate which is the subject of this Contract by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070 and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Sellers record a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this Contract, the Seller may retain all payments made hereunder by the Buyer and may take possession of the property ten (10) days following

the date this Contract is forfeited and summarily eject the Buyer and any person or persons having possession of the said property by, through or under the Buyer who were properly given the Notice of Intent to Forfeit and the Declaration of

In the event the Buyer or any person or persons claiming by, through or under the Buyer who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the Buyer, or such person or persons, shall be deemed tenants at will of the Sellers, and the Sellers shall be entitled to institute an action for summary possession of the property, and may recover from the Buyer or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including Sellers' reasonable attorney's fees.

Section 10 OTHER REMEDIES:

- 10.1 As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Buyer, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed; or
- 10.2 Sellers may, in the event of such default, at their election, sue for specific performance of Buyers' obligations to this Contract; or
- 10.3 Sellers, may in the event of such default, at his election, declare the entire unpaid balance of principal immediately due and payable, and thereupon institute suit for payment of such balance and to have this Real Estate Contract foreclosed as a mortgage as is provided in Section 61.30.020, Revised Code of Washington.
- 10.4 It is agreed that any such action is an action arising on a Contract or the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

Section 11 ASSUMPTION OF RISK: The Buyer hereby assumes all hazards of damage to a destruction of any improvements on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use. Buyer further agrees that no such damage, destruction or taking shall constitute a failure of consideration.

Section 12 CONDEMNATION: In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to Sellers and applied as payment on the purchase price hereunder.

Section 13 REPRESENTATIONS:

- 13.1 Buyer has inspected the property sold herein and has found the same to be to his satisfaction and he agrees that no promises, representations, statements, or warranties, expressed or implied, shall be binding on the Sellers unless expressly contained herein. Buyer expressly acknowledges that he has placed no reliance whatsoever upon any representations not set forth in this Contract, and is buying the property as is.
- 13.2 Buyer agrees that he has had an opportunity to review all federal, state, and local regulations, including but not limited to zoning regulations and regulations and standards affecting various permit applications, and the effect such regulations and requirements may have upon the above-described property, including the effect of the same on any prospective and intended use or uses. Buyer further acknowledges the effect of the same on any prospective and intended use or uses. Buyer further acknowledges that Sellers have made no representations concerning any such regulations and standards. Any site plan review required for Buyer's intended use will be processed by Buyer expense.

Section 14 COURT COSTS AND ATTORNEY'S FEES: If Buyer shall be in default under this Contract, the Sellers shall have the right, at Buyer's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce his rights under this Contract. Buyer hereby promises to pay all expenses and costs so incurred by Sellers, with or without arbitration or litigation, which expenses and costs shall include, but not be limited to notice expenses, title search expenses, and reasonable attorney's fees. The failure of Buyer to promptly pay the same shall in itself constitute a further and additional default.

In the event either party hereto institutes any action, including arbitration, to enforce the provisions of this Contract, the prevailing party in such action shall be entitled to reimbursement by the other party for its court costs and reasonable attorney's fees, including the cost of searching the title for the purpose of such action, and any costs and fees that are incurred on appeal.

Section 15 WAIVER: No assent, expressed or implied, by Sellers, to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

Dated this 19th day of August, 2016

Bernard K. Hinzman Jr.
Bernard K Hinzman Jr

Angus Ruck
Angus Ruck

Deborah A. Hinzman
Deborah A. Hinzman

"Sellers"

"Buyer"

STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

On this 19th day of August, 2016, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bernard K. Hinzman Jr. and Deborah A. Hinzman Sellers and Angus Ruck Buyer, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of August, 2016.

Julie A. Andersen
Notary Public in and for the State of
Washington, residing at Carson.
My commission expires: 06/17/2018

