

**RETURN ADDRESS:**

Cassie N. Crawford  
Vancouver Land Law Corp.  
P.O. Box 61488  
Vancouver, WA 98666  
(360) 907-5696 ph

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX  
32831  
OCT -5 2017

PAID \$ 720.20  
*Midway* Deputy  
SKAMANIA COUNTY TREASURER

**Document Title(s)**

Real Estate Installment Contract

**Reference Number(s) of Related Document(s)**

**Grantor(s)**

Roberta Campbell + Richard Campbell

Additional Grantors on page \_\_\_\_\_

**Grantee(s)**

Richard Shockey, Trustee of Jeremiah's  
Charitable Trust

Additional Grantors on page \_\_\_\_\_

**Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range)**

E 1/2 of E 1/2 SW 1/4 of SE 1/4 of SEC 26, TN 3N  
R 7E WM Skamania Co. WA

**Assessor's Property Tax Parcel/Account Number**

03072600120000 ym 10/5/17

## REAL ESTATE INSTALLMENT CONTRACT

Effective Date:

9/29/17

Seller:

Roberta Campbell

and

Richard Campbell

(collectively "Seller")

and

Buyer:

Richard Shockey, Trustee  
of Jeremiah's Charitable  
Remainder Trust ("Buyer")

1. **Property.** Seller agrees to sell to Buyer, the real property, with the appurtenances thereon (if any), known as Skamania County Tax Parcel No. 03072600120000, legally described on Exhibit "A" ("Property").

2. **Purchase Price.** The purchase price of the Property is FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00).

a. **Earnest Money.** Concurrent with the execution and delivery of this Contract, Buyer shall deliver earnest money in the sum of FIVE HUNDRED and 00/100 DOLLARS (\$500.00) to Roberta Campbell and FIVE HUNDRED and 00/100 DOLLARS (\$500.00) to Richard Campbell ("Earnest Money").

b. **Installment Payments.** Commencing on October 1, 2017, Buyer shall deliver the sum of \$500 per month to Roberta Campbell and \$500 per month to Richard Campbell (for a total of \$1,000 per month to Sellers) until October 1, 2020, at which time the remaining balance shall become all due and payable. The unpaid balance shall bear interest at the rate of 4% per annum throughout the term of this Contract.

Buyer shall deliver the monthly contract installment payment to Seller on the FIRST (1<sup>st</sup>) day of each month, by payment of 50% of the monthly installment payment to each Seller each month.

From each payment shall first be deducted any late charges or costs due hereafter, then interest to date of payment, and thereafter the balance shall be applied to principal. In the event Buyer elects to pay off the balance due under this Contract prior to the end of

the term, Buyer shall be responsible for payment of all interest due on the Contract through the end of the term.

ES  
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All payments on this Contract shall be delivered to Sellers, as Sellers may from time to time designate. Seller may designate a contract collection company for Buyer's delivery of monthly installment payments.

d. Property Taxes & Utilities. The annual property taxes for the Property in 2017 was the sum of \$809.66 per year. The 2017 property taxes will be prorated at the close of escrow for 2017. During the term of this Contract, Seller shall be responsible for payment of property taxes to the taxing authority, but Buyer shall reimburse Seller within 30 days of Seller's delivery of copy of tax bill to Buyer.

Buyer shall also be responsible for all utilities and other related costs for the Property during the term of this Contract. Buyer shall make complete and timely payments of such items directly to the utility provider.

3. **Close of Escrow.** The parties agree that the close of escrow shall be on or before September 15, 2017 with Vancouver Land Law Corp., 310 W. 11<sup>th</sup> St., Vancouver, WA 98660 or such other Escrow Holder as mutually agreeable to the parties.

4. **Title Insurance.** The parties acknowledge and agree that Seller will not purchase any title insurance for the transaction in this Contract. In the event, Buyer wishes to procure title insurance it shall be at the sole cost of Buyer.

5. **Closing Costs.** The following items will be prorated between Buyer and Seller at the close of escrow: taxes, utilities and other assessments. Buyer shall pay the excise tax and the recording costs.

6. **Fulfillment Deed.** Upon full payment of the purchase price and interest in the manner hereinabove specified, Seller shall execute and deliver to Buyer a Statutory Warranty Deed to the Property, free and clear of any encumbrances, except those encumbrances that may accrue after the mutual execution of this Contract, due to any person other than Seller.

7. **Possession.** Buyer shall take physical possession of the Property upon the close of escrow.

8. **Condition of Property.** **"NO SELLER REPRESENTATIONS: "AS IS" PURCHASE.** Buyer represents, warrants and covenants to Seller that Buyer will, prior to the Closing, independently and personally inspect the Property and improvements, if any, that Buyer has entered into this Agreement based upon its rights and intentions to make such personal examination and inspection. Buyer agrees that Buyer will accept the Property, in its then condition ***AS IS, WHERE IS, AND WITH***

***ALL ITS FAULTS***, including, without limitation, any faults and conditions specifically referenced in this Agreement. No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges and agrees that, except as specifically provided in this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future of, as to, concerning or with respect to:

The interior or exterior condition of the Property or any buildings, structures or improvements (including any wells and/or septic systems) thereon;

The fitness or suitability of the Property for Buyer's intended use, including any development of the Property;

The size or conformity of the Property (or anything contained on the Property) to the legal description contained herein, past, present or future applicable zoning or building code requirements and/or any law or regulation;

Compliance with or conformity to any aspects relating to the Shoreline Management Act;

The availability or existence of any water, sewer or utilities, any rights thereto, or any water, sewer or utility districts;

The existence of soil stability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides;

The sufficiency of any undershoring;

The sufficiency of any drainage;

Whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area;

The existence/nonexistence of underground storage tanks, including the condition or conformity of such items to applicable laws or regulations;

Any other matter affecting the stability or integrity of the land, or any buildings or improvements (if any) situated on or as part of the Property;

The existence of vested land use, zoning or building entitlements, and/or the dimensions or accuracy of boundary lines related to the Property;

The presence or absence of lead paint, toxic wastes, hazardous materials or friable asbestos, or mold in, or about the Property (as defined by applicable federal, state and local law);

The compliance of or by the Property of its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body.

Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property and review information and documentation affecting the Property, Buyer is relying solely on its own investigation of the Property and review of such information and documentation, and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representation as to the accuracy or completeness of such information except as may otherwise be provided herein. Buyer agrees to fully and irrevocably release all such sources of information and preparers of information or documentation to the extent such sources or preparers are Seller, or Seller's servants, agents, representatives, successors assigns from any and all claims that Buyer may now have or hereafter acquires against such sources and preparers of information for any costs, loss, liability, damage, expense, demand, action or cause of action arising from such information or documentation. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any of the foregoing entities or individuals or any other individual or entity. Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on "as is" condition and basis with all faults, and that Seller has no obligations to make repairs, replacements or improvements, except as may otherwise be expressly stated herein."

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9. **Insurance.** Buyer agrees to keep the Property and/or buildings now on or hereafter placed upon the Property insured in an amount not less than the sum owed on this Contract, against loss or damage by fire or other casualty, with extended coverage in like amount, by an insurance company reasonably acceptable to Seller, to the benefit of the Seller and Buyer, as their interest may appear; and to timely pay all premiums in full until the purchase price has been fully paid; and to deliver to Seller or to such parties as Seller may direct the insurance policies, renewal notices and premium receipts. In addition, Buyer further agrees at all times during the term hereof, at Buyer's expense, to maintain, keep in effect, furnish and deliver to Seller a policy of comprehensive general liability coverage with limits of not less than FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00) insuring Seller as an additional insured, as well as Buyer against all liability for damages to person or property in or about the Property (including third party). Buyer will provide Seller with proof of insurance upon written request. Buyer agrees to indemnify and defend Seller and the Property from any claims, damages or costs whatsoever related to Buyer's use of the Property and/or Buyer's obligations under this Contract.

10. **Repairs/Alterations.** Buyer may not use any third party to make any alterations to the Property without Seller's prior written consent. Any such third party shall be a licensed bonded contractor in the State of Washington. Buyer shall keep the Property in good condition and repair. Buyer shall not create any nuisance or commit waste on the Property and will not allow the Property to be used for any unlawful purposes. All maintenance and repair shall be at Buyer's sole cost and expense, and neither Seller nor the Property shall be liable therefore. Buyer shall not allow any liens or encumbrances to be placed against the Property and will remove any such lien or encumbrance within 10 days of written notice by Seller. Buyer agrees to indemnify and defend Seller and the Property from any claims, damages or costs whatsoever related to Buyer's and/use of the Property or Buyer's obligations under this Contract.

11. **Advancements by Seller.** In the event Buyer breaches any obligation under this Contract and/or fails to make any payment as provided herein, and/or fails to maintain insurance, Seller may (at its option) advance such sums on behalf of Buyer. Thereafter, Buyer shall reimburse Seller within FIFTEEN (15) days written demand for any such sum along with interest at the rate of TWELVE PERCENT (12%) per annum until paid in full, without prejudice to any other rights Seller shall have hereunder.

12. **Default.** Upon any default by Buyer, Seller shall have the following remedies:

a. **Right to Judicial Action.** Seller may elect to bring a judicial action for any unpaid installment payment or other advancement or monies owed to Seller.

b. **Forfeiture.** In the event Buyer shall fail to make any payment and/or fail to comply with any condition hereunder and after 30 days written notice and Buyer's failure to cure said default, Seller may declare all of Buyer's rights under this Contract terminated pursuant to RCW 61.30 (which allows a 90 day period before completion of forfeiture). Upon doing so, all payments made by Buyer and all improvements made to the Property shall be forfeited to Seller as liquidated damages, and Seller shall have the right to re-enter and take possession of the property immediately.

c. **Attorneys' Fees.** If this Contract or any obligation hereunder is referred to an attorney for default or collection, Buyer shall be responsible to pay Seller's attorneys' fees and costs. In the event any legal action is filed, the prevailing party shall be entitled to its attorneys' fees and costs.

d. **Notice Provisions.** Service and delivery of all demands or notices under this Contract shall be made by certified mail, postage prepaid, directed to the Buyer or Seller at his address stated below and shall be deemed received three (3) days after mailing.

e. **Acceleration.** In the event Buyer fails to comply with any condition hereunder or to make any payment required, Seller may declare all sums due and owing under this Contract after delivery of a written 10-day notice of intent to



accelerate is served on Buyer. Within the 10-day period, Buyer shall have the right to cure the default and remove the grounds for acceleration specified in the notice by delivery of all sums owed pursuant to the acceleration, including all of Seller's attorneys fees and costs. In the event Buyer fails to cure such default in a full and timely manner, the entire Contract balance shall become due and payable immediately.

f. **Other Remedies.** Time is of the essence for performance of any and all terms under this Contract. Notwithstanding the above provisions, Seller shall be entitled to any and all remedies available at law or in equity, including, without limitation, specific performance, damages, and/or all of the remedies in the State of Washington which relate to the forfeiture of real estate contracts. Furthermore, the remedies provided herein shall be nonexclusive and in addition to any other remedies provided by law.

13. **Condemnation.** In the event of the taking of any part of the Property for public use, all of the monies received by reason thereof shall be applied as a payment on account of the purchase price of the Property, less any sum which the Seller may be required to expend in procuring such money.

14. **Late Charges.** In the event Buyer shall be delinquent more than TEN (10) days in making any payment, a late charge of 10% shall be due. Provided, Seller shall provide Buyers with a written 3 day notice prior to the accrual or application of any late charge. The late charge will be computed monthly on any sum which is delinquent.

15. **Assignment.** Buyer shall not transfer or assign any portion of its interest in this Contract or the Property (including without limitation rent, lease or sale) without the prior written consent of Seller (which shall be at Seller's sole election).

16. **Waiver.** Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce that provision or any other portion of this Contract.

17. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto, supersedes any other oral or written agreement, and may not be amended other than a writing between the parties hereto. The parties agree to execute and deliver any other documents reasonably necessary to effectuate the terms of this Contract. This Contract may be recorded by Seller.

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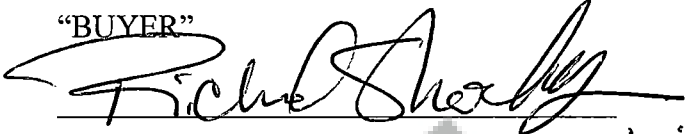
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18. **Successors.** The terms and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their agents, successors and assigns.

Dated: 9/11/17

“BUYER”  
  
Address: 191 MANNING Rd.

Dated: \_\_\_\_\_

“SELLER”  
Address: \_\_\_\_\_

Dated: \_\_\_\_\_

“SELLER”  
Address: \_\_\_\_\_

Unofficial Copy



18. **Successors.** The terms and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their agents, successors and assigns.

“BUYER”

Dated:

Address: \_\_\_\_\_

“SELLER”

Dated: 9/18/17

Roberta J Campbell

Address: 9601 Cecilwood Dr

“SELLER”

Dated: 9/29/17

Richard W Campbell

Address: 9913 NE Sandpiper Cr.  
Vancouver WA 98664

STATE OF WASHINGTON )

) :ss

County of Clark )

ON THIS DAY personally appeared before me Richard Shorrey, to me known to be the individual named in and who executed the above and foregoing Real Estate Installment Contract and acknowledged that he/she signed the same on their own free and voluntary act and deed for the uses and purposes therein mentioned.

DATED: 9/6/17



Cassie Crawford  
NOTARY PUBLIC for WFA

Residing at Vain Court

My commission expires: 4/1/18

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

On 9/18/2017 before me, Marilyn Lawler, Notary Public  
(insert name and title of the officer)

personally appeared Roberta Jeanne Campbell  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are  
subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in  
~~his~~ her ~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~ her ~~their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



STATE OF WASHINGTON )  
 ) : ss  
County of Clark )

ON THIS DAY personally appeared before me Richard Campbell, to me known to be the individual named in and who executed the above and foregoing Real Estate Installment Contract and acknowledged that he/she signed the same on their own free and voluntary act and deed for the uses and purposes therein mentioned.

DATED: April 7



Cassie N. Crawford  
NOTARY PUBLIC for WA  
Residing at Vancouver  
My commission expires: 4/1/18



BOOK 131 PAGE 201

File No. 29785

EXHIBIT A

That portion of the East Half of the East Half of the Southwest Quarter of the Southeast Quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at a point 660 feet North of the Southwest corner of the above described tract; thence East 331 feet; thence North 660 feet; thence West 331 feet; thence South 660 feet to the Point of Beginning.

ALSO THE following described property:

That portion of the East Half of the East Half of the Southwest Quarter of the Southeast Quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian, described as follows:

BEGINNING at a point that is 530 feet North of the Southwest corner of the above described tract; thence North 130 feet along the West line of said tract; thence East 331 feet to the East line of said tract; thence South 130 feet along the East line of said tract; thence West 331 feet to the Point of Beginning.

TOGETHER WITH an easement for roadway purposes over and across the East 15 feet and the South 20 feet of the South 400 feet of the East Half of the Southwest Quarter of the Southeast Quarter of said Section 26.

SUBJECT TO:

Easement and the terms and conditions thereof for private road over the East 15 feet, recorded under Auditors File No. 74480, Book 63, Page 802, Skamania County Deed Records.

Skamania County Assessor

Date 10-5-17 Parcel# 03-07-26-0-0-1200-00

Jm