

When recorded return to:
Carolyn A. Simms, Attorney
P.O. Box 169
Washougal, WA 98671

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

32858
OCT 17 2017

PAID

3967.70

by deputy

SKAMANIA COUNTY TREASURER
REAL ESTATE CONTRACT

1. **Parties and Date.** This Contract is entered into on October 16th, 2017 between Arthur Malfait, a single person, as "Seller" and Darren S. Baker and Sydney M. Baker, husband and wife, as "Purchasers".

2. **Sale and Legal Description.** Seller agrees to sell to Purchasers and Purchasers agree to purchase from Seller, the following described real estate in Skamania County, State of Washington, consisting of approximately 2.5 acres of land:

See legal description attached hereto as "Exhibit A".

Abbreviated Legal: ORD 2002-11 REZONE

Tax Parcel Number: 02051900130700 *dm 10/17/17*

3. **Improvements.** Improvements existing on the property known as 391 Harder Road, Washougal, Washington.

4. **Personal Property.** No part of the purchase price is attributed to personal property.

5. **Price and Amount Financed by Seller.**

a) Price: \$259,000.00

Purchasers agree to pay \$259,000.00 Total Purchase Price

Less: \$25,900.00 as Down Payment

Results in \$233,100.00 Amount Financed by Seller.

b) Payment of Amount Financed by Seller:

Purchasers agree to pay to Seller the sum of \$233,100.00 plus interest at a rate of five and one-half percent (5.5%) on the unpaid balance, amortized over 30 years.

Purchasers shall make minimum monthly payments of principal and interest in the amount of \$1,324.00, commencing on November 1, 2017 and each and every month thereafter until paid in full. Payments will be made through a collection account held by Riverview Community Bank.

Payments are applied first to interest and then to principal. Payments shall be made to Riverview Community Bank, Collection Account, for the benefit of Seller or such other address as the Seller may hereafter indicate in writing.

6. **Encumbrances against the Property.** The property is subject to encumbrances including the following listed tenancies, easements, restrictions, and reservations:

7. **Fulfillment Deed.** Upon payment of all amounts due Seller, Seller agrees to deliver to Purchasers a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchasers or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein.

8. **Late Charges.** If any payment on the purchase price is not made within 10 days after the date it is due, Purchasers agree to pay a late charge equal to five percent (5%) of the amount of such payment, or \$66.20. Such late payment charge shall be in addition to all other remedies available to Seller. The first amounts received from Purchasers after such late charges are due shall be applied first to the late charges then to other amounts due.

9. **No Adverse Effect on Prior Encumbrances.** Seller warrants that entry into this Contract will not cause in any prior encumbrances (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b), or (c) has been consented to by Purchasers in writing.

10. **Possession.** Purchasers are entitled to possession of the property from and after the date of this Contract or October 5, 2017, whichever is later, subject to any tenancies described in paragraph 6.

11. **Taxes, Assessments, and Utility Liens.** Purchasers agree to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchasers may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as a result of such contest. Purchasers agree to pay when due any utility charges which may become liens superior to Seller's interest under this Contract.

12. **Insurance.** Purchasers agree 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 Purchasers plus the balance due Seller, or full insurable value, whichever is lower. All policies name the Seller as an additional insured and be in such companies as the Seller may approve and have loss payable

first to Seller and then to Purchasers. Purchasers 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 Purchasers deposit 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 Purchasers in insurance policies then in force shall pass to Seller.

13. Nonpayment of Taxes, Insurance, and Utilities Constituting Liens. If Purchasers fail 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 Purchasers 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. Risk of Loss. Purchasers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchasers from any of Purchasers' obligations pursuant to this Contract.

15. Waste. Purchasers shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchasers shall not remove commercial timber without the written consent of Seller.

16. Condition of Property. Purchasers accept 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. Purchasers agree to maintain the property in such condition as complies with all applicable laws.

17. Condemnation. Seller and Purchasers may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchasers may within 30 days after condemnation and removal of improvements negotiate a contract to substantially restore the premises to their condition before removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchasers deposit 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, the proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

18. Default. If the Purchasers fail 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 Purchasers' obligations pursuant to this Contract; or

- c) Forfeit Purchasers' Interest. Forfeit this Contract pursuant to RCW 61.30, 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 Purchasers and all persons claiming through the Purchasers shall be terminated; (ii) the Purchasers' 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) Purchasers shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after forfeiture.
- d) Acceleration of Balance Due. Give Purchasers 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 Purchasers or personally delivered to the Purchasers, 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 Purchasers may be liable for a deficiency.

19. **Receiver.** If Seller has instituted any proceedings specified in Paragraph 18 and Purchasers are receiving rental or other income from the property, Purchasers agree that the appointment of a receiver for the property is necessary to protect Seller's interest.

20. **Purchasers' Remedy for Seller's Default.** If Seller fails to observe or perform any term, covenant, or condition of this Contract, Purchasers may, after 30 days written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

21. **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.

22. **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 and 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 proceeding.

23. **Notices.** Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to:

Purchasers: Darren S. Baker & Sydney M. Baker
391 Harder Road
Washougal, WA 98671

Seller: Arthur Malfait
39336 Washougal River Road
Washougal, WA 98671

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.

24. **Time for Performance.** Time is of the essence in performance of any obligations pursuant to this Contract.

25. **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 Purchasers.

26. **Alterations.** Purchasers 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.

27. **Due on Sale.** If Purchasers, without written consent of Seller, (a) convey, (b) sell, (c) lease, (d) assign, (e) contract to convey, sell, lease or assign, (f) grant an option to buy the property, (g) permit forfeiture or foreclosure or trustee or sheriffs sale of any of the Purchasers' 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 to the statutory rate or declare the entire balance of the purchase price due and payable.

28. **Addenda.** Any addenda attached hereto are a part of this Contract.

29. **Real Estate Sales Commission.** No Real Estate Agents are due any commissions from the sale of the property herein.

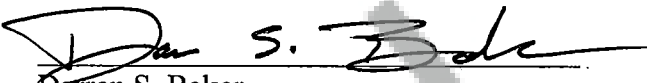
30. **Entire Agreement.** This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchasers.

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

SELLER:

PURCHASERS:

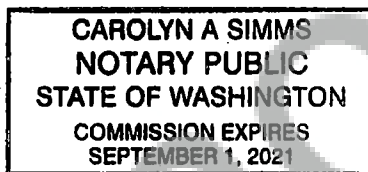

Arthur Malfait

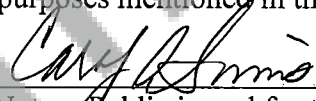

Darren S. Baker


Sydney M. Baker

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

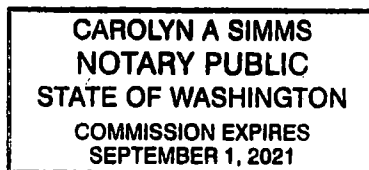
I certify that I know or have satisfactory evidence that Arthur Malfait is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.




Notary Public in and for the State of Washington
Residing at Clark County
My appointment expires: 9-1-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Darren S. Baker and Sydney M. Baker are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.



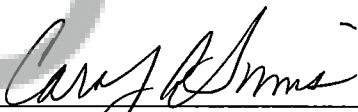

Notary Public in and for the State of Washington
Residing at Clark County
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EXHIBIT "A"

The East 165 feet of the West 660 feet of the North Half of the Southwest Quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, also known as:

Lot 4 of David and Jennette Palmer's Short Plat, recorded in Book 1 of Short Plats, Page 69, Skamania County Records.

Except covenants, conditions, easements and restrictions as recorded.

TOGETHER WITH Mobile Home: 1979, Bendix Brookwood, 28X66, VIN SD2569AB

Skamania County Assessor
Date 10/17/17 Parcel# 02-05-19-0-0-1307-00
zm