

WHEN RECORDED RETURN TO:

Ronald L and A Charlene Golder
18902 NE 21st St
Vancouver, WA 98684

DOCUMENT TITLE(S)

Deed of Trust

Promissory Note

Contract for Sale and Purchase of Real Estate – Vacant Residential Land

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

33482

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

SEP 13 2018

GRANTOR(S):

Ronald L Golder
A Charlene Golder
Wayne A Golder
Katrina M Golder

PAID

655.25

by deputy

SKAMANIA COUNTY TREASURER

GRANTEE(S):

Jeffrey St Pierre
~~Madeline St Pierre~~

acsl

ABBREVIATED LEGAL DESCRIPTION:

Lot 23 4-Peaks BK B PG 60

Skamania County Assessor

Date 9-13-18 Parcel# 7-6-8-2-2300

8

TAX PARCEL NUMBER(S):

07060820230000

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

NO BROKER – VACANT RESIDENTIAL LAND

Dated: September 13, 2018

All property sold by this contract is called the "Property"

1. Buyer/Grantee: Jeffrey St Pierre Buyer/Grantee: _____
2. Seller/Grantor: Ronald L Golder Seller/Grantor: A Charlene Golder
3. Seller/Grantor: Wayne A Golder Seller/Grantor: Katrina M Golder
4. PROPERTY: Tax Parcel No(s): 07060820230000 County: Skamania
5. ADDRESS: Four Peaks Dr City: _____ State: WA Zip: _____
6. LEGAL DESCRIPTION: Lot 23 4-PEAKS BK B PG 60
7. PURCHASE PRICE: Forty-Two Thousand Five Hundred and 00/100 Dollars (\$42,500.00 USD)
 - a. CASHIER CHECK: in the amount of Twenty-one Thousand Two Hundred Fifty and 00/100 Dollars (\$21,250.00 USD) payable to Wayne A and Katrina M Golder at closing.
 - b. CASHIER CHECK: in the amount of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00 USD) payable to Ronald L and A Charlene Golder at closing.
 - c. OWNER FINANCING: Ronald L and A Charlene Golder agree to finance Twenty Thousand and 00/100 US dollars pursuant to a promissory note from Buyer to Seller. Note amount \$20,000.00, bearing 5 % interest per annum, payable over a term of 4 years with even monthly payments, secured by a deed of trust with the first payment to begin on the 10 day of October, 2018. See Exhibit A, page 4 – Promissory Note
8. PROPERTY CONDITION: Buyer hereby represents that he has personally inspected and examined the Property and has reached Buyer's own conclusions as to the adequacy, acceptability, and suitability of the Property and the feasibility and desirability of acquiring the Property for Buyer's intended use and accepts the property in its "as-is" and present condition.
 - a. Buyers accept the present condition of all utility access to the property.
 - b. Seller is not aware of the existence of wetlands, shore land, or flood plain on or affecting the real property.

- c. Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property at any time.
9. LIENS: As of the date of this contract, Sellers attest that no liens exist on Lot#23 property.
10. TAXES: Real Estate Taxes accrued against the property shall be prorated through the date of closing.
11. Closing Cost: Buyer and Seller(s) to pay own closing cost.
12. APPRAISAL AND/OR SURVEY: Any appraisal or survey of the property shall be the responsibility of the Buyer. If a survey is required, it shall be obtained within 5 days of closing.
13. ASSIGNMENT: Buyer may not assign this Agreement or Buyer's rights, without Seller's prior written consent.
14. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
15. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, e-mailed to or hand-delivered at, as follows:
 - a. To Buyer at: 2701 Maple St, Longview WA 98632 or jspmonteman@gmail.com
 - b. To Seller at: 18902 NE 21st St, Vancouver WA 98684 or charlenegolder@me.com
 - c. To Seller at 17016 NE 37th Circle, Vancouver WA 98682 or kmgolder@comcast.net
16. RECORDING: This agreement to be recorded in the official records of Skamania County, Washington.
17. GOVERNING LAW: The laws of the State of Washington shall govern this contract.

EXECUTED the 13 day of September, 2018 (THE EFFECTIVE DATE)

[Signature] 9-13-18
Buyer Date

Katrina M Golder 9/13/18
Seller Date

Buyer Date

Wayne A. Golder 9/13/18
Seller Date

A. Charlene Golder 9/13/18
Seller Date

[Signature] 9-13-18
Seller Date

NOTARY

STATE OF WASHINGTON

COUNTY OF _____

I certify that I know or have satisfactory evidence that: Ronald L and A Charlene Golder, Wayne A and Katrina M Golder and Jeffrey St Pierre appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument.

Date: _____

Notary (printed)

Notary Signature

Notary Public in and for the State of Washington

Residing at: _____

Appointment expires: _____

Exhibit A

PROMISSORY NOTE

This promissory note is for the purchase of property as follows:

Lot 23 4-PEAKS BK B PG 60, Skamania County, Washington. Parcel #07060820230000

FOR VALUE RECEIVED, the undersigned Jeffrey St Pierre, hereinafter called Borrower, Hereby Jointly and severally promise to pay to the order of Ronald L Golder and A Charlene Golder, hereinafter called Lender, the principal sum of Twenty Thousand and 00/100 dollars (\$20,000.00 USD) together with the interest thereon at the rate of 5% per annum on the unpaid balance. Said sum shall be paid in the manner as follows:

INSTALLMENT PAYMENTS: Payment of \$460.59 due on the 10th day of each month starting **October 10, 2018**, electronically deposited to the account of Ronald L and A Charlene Golder at Ally Bank.

DUE DATE: Payments are based on a 4-year loan at 5% with the requirement that balance due be paid by **September 10 of the 4th year (September 10, 2022)**

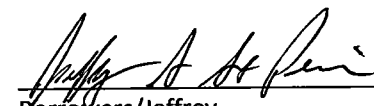
DEFAULT INTEREST: In the event this note shall be in default, and placed with an attorney for collection, then the undersigned Borrowers agree to pay reasonable attorney fees, and all collection and court costs. Payments not made within ten (10) days of due date shall be subject to a late charge of 10% of said payments. All payments hereunder shall be made electronically to Lenders account as designated or such address as designated by Lender.

ALLOCATION OF PAYMENTS: All payments shall be first credited to any late charges, second to accrued interest, and the remainder to principal.

PREPAYMENT: This note may be prepaid at any time without penalty.

CURRENCY: All principal and interest payments shall be made USD..

DUE ON SALE: If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property (Lot#23 4-Peaks Subdivision) described in such security instruments may not be sold or transferred without the Lender's consent. Upon breach of this provision, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.


Borrowers/Jeffrey


Lenders/Ronald L and A Charlene Golder

ACCELERATION: If Borrowers fails to make any payment owed under this Note, or if Borrowers defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within 30 days (30 days if not filled in) after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.

WAIVER OF PRESENTMENTS: Borrowers waives presentment for payment, notice of dishonor, protest and notice of protest.

NON-WAIVER: No failure or delay by Borrowers in exercising Lender's rights under this Note shall be a waiver of such rights.

SEVERABILITY: If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrowers and Lenders.

CONFLICTING TERMS: In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.

EXECUTION: Each Borrower executes this Note as a principal and not as a surety. If there is more than one Borrower, each such Borrower shall be jointly and severally liable under this Note.

DEFINITIONS: The word Borrower(s) shall be construed interchangeably with the words Maker(s), Buyer(s) or Grantee(s) and the word Lender(s) shall be construed interchangeably with the words Seller(s) or Grantor(s). In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

Possession: Borrower shall be entitled to possession of the premises contracted to be sold from and after the date of this contract and during their full and proper performance of this contract. Borrower is responsible to keep and maintain the land in as good condition as the date purchased and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Lenders security, without the written consent of Lender. Borrower shall not sell, assign, or pledge their interest in the property (Lot#23 4-Peaks Subdivision) without the Lenders written consent.

Taxes and Insurance: The Borrower is responsible for insurance and taxes on the property (Lot#23 4-Peaks Subdivision) and Borrower agrees to maintain insurance and pay all taxes and special assessments hereafter levied on the land as of the date of signing this contract. The 2018 real estate taxes shall be pro-rated as of closing.

Advances: It is understood and agreed that in the event the Borrower fails or neglects or refuses to pay any taxes, assessments, or any other lawful charge against said property, the Lender may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Borrower to the Lender upon demand with interest thereon from each respective date of advancement until repaid, at the rate of ten (10%) percent per annum.

Deed: Lender agrees to execute and deliver to Borrower within thirty (45) days after final payment on this contract, a Warranty Deed conveying said property (Lot#23 4-Peaks Subdivision) to the Borrower free and clear from all encumbrances except taxes, liens or other encumbrances placed or suffered by Borrower or their successors.

THIS NOTE IS SECURED BY (X) DEED OF TRUST, () MORTGAGE, () _____ OF EVEN DATE.

This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with and governed by the laws of Washington State. The undersigned hereby execute this note as principals and not as sureties.

DO NOT DESTROY THIS NOTE

WHEN PAID this original Note together with the Deed of Trust securing the same must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound by this note and agreement until fully paid and satisfied.

Signed in the presence of:

Deana Mollend
Witness

Jeffrey St Pierre 9-13-18
Borrower: Jeffrey St Pierre
2701 Maple St
Longview, WA 98632

[Signature]
Witness

Borrower: Date

We the undersigned agree to the terms of this note and agreement and agree to remain bound by the agreement until fully paid and satisfied by the Borrowers.

Sharon Ruth
Witness

Ronald L. Golder 9-13-18
Lender: Ronald L. Golder
18902 NE 21st St
Vancouver WA 98684

[Signature]
Witness

A. Charlene Golder 9/13/18
Lender: A Charlene Golder Date

NOTARY

STATE OF WASHINGTON

COUNTY OF SKANANIA

I certify that I know or have satisfactory evidence that: Ronald L and A Charlene Golder, and Jeffrey St. Pierre appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 9/13/18

Leslie L Moore
Notary (printed)

Leslie L Moore
Notary Signature

Notary Public in and for the State of Washington

Residing at: Carson

Appointment expires: 1/9/2020

