

When recorded return to:

Wyers|Wyers, Attorneys
P. O. Box 421
Bingen, WA 98605
(509) 493-2772

33870
**SKAMANIA COUNTY
REAL ESTATE EXCISE TAX**

MAY 30 2019

PAID 3,524.00
by deputy
SKAMANIA COUNTY TREASURER

**REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM)**

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT--WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT -- IS NOT A PART OF THIS CONTRACT.

1. PARTIES AND DATE. This Contract is entered into on May 28, 2019, between Allen Light and Lisa Lau, husband and wife, as "Seller" and John W. Newman, Jr. and Patricia J. Newman, husband and wife, as "Purchaser."
2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Skamania County, State of Washington:

A tract of land located in the Southeast quarter of the Southwest quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of a tract of land conveyed to Elston H. Hill, et al, by Deed dated September 10, 1974 and recorded at Page 753, Book 67 of Deed, Records of Skamania County, Washington; thence West 147 feet, more or less, to the East line of a tract of land described in a real estate contract dated January 10, 1971, recorded at Page 548, Book 62 of Deeds, records of Skamania County, Washington, wherein R. Clark Ziegler, et ux, are purchasers; thence North along said East line to the centerline of the county road known and designated as the Kollock-Knapp Road; thence in a Southeasterly direction along the centerline of said road to a point north of the point of beginning; thence South to the point of beginning.

SUBJECT TO the rights of the Public in and to that portion lying within road.

TOGETHER WITH 1976 mobile home VIN 0S5400UX

SUBJECT TO AND TOGETHER WITH those other covenants, conditions, restrictions and easements of record.

Skamania County Assessor

Assessor's Tax Parcel No. 03 10 20 00 1004 00 *(initials)*

Date 5/30/19 Parcel# 3-10-20-1004
(initials)

3. **PERSONAL PROPERTY.** Personal property, if any, included in the sale is as follows:
No part of the purchase price is attributed to personal property. The manufactured home thereon is assessed as part of the real property.

4. (a) **PRICE.** Purchaser agrees to pay: \$230,000.00 Total Price
Less \$10,000.00 Down Payment
Results in \$220,000.00 Amount Financed by Seller.

(b) **ASSUMED OBLIGATIONS.** There are no assumed obligations.

(c) **PAYMENT OF AMOUNT FINANCED BY SELLER.**

Purchaser agrees to pay the sum of \$220,000.00 as follows: There is no interest. Full payment of \$220,000.00 is due to Seller on a date after January 1, 2020 and before January 24, 2020. No payment shall be made during 2019.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN JANUARY 10, 2020.

Payment shall be made at 605 N.S. Sonora Drive, Bend, OR 97701, or such other place as the Seller may hereafter indicate in writing.

5. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** There are no encumbrances, leases or tenancies.

6. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract by, through, or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

7. **LATE CHARGES.** There is no late charge. See paragraph defining Default.

8. **POSSESSION.** Purchaser is entitled to possession of the property at 5:00 p.m. the date this Real Estate Contract is recorded with the Skamania County Auditor.

9. **TAXES, ASSESSMENTS, AND UTILITY LIENS.** Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchaser agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural, or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Purchaser may demand in writing payment of such taxes and

penalties within 30 days. If payment is not made, Purchaser may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

10. **INSURANCE.** Purchaser agrees 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 balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Purchaser. Purchaser 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 Purchaser deposits 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.
11. **NONPAYMENT OF TAXES, INSURANCE, AND UTILITIES CONSTITUTING LIENS.** If Purchaser fails 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 Purchaser 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.
12. **CONDITION OF PROPERTY.** Purchaser accepts 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. Purchaser agrees to maintain the property in such condition as complies with all applicable laws. Purchaser specifically waives a Seller and Lead Based Paint Disclosure from the Seller.
13. **RISK OF LOSS.** Purchaser shall bear the risk of loss for destruction or condemnation of the property after closing. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.
14. **WASTE.** Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchaser shall not remove commercial timber without the written consent of Seller.
15. **CONDEMNATION.** Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits 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, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

16. **DEFAULT.** If the Purchaser fails to observe or perform any term, covenant, or condition of this Contract, other than failure to make payment as set forth in paragraph 4 above, Seller may:
 - (a) Suit for Installments. Sue for any delinquent periodic payment; or
 - (b) Specific Performance. Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or
 - (c) Acceleration of Balance Due. Give Purchaser 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 Purchaser or personally delivered to the Purchaser, 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.
 - (d) Judicial Foreclosure. Sue to foreclose this Contract as a mortgage, in which event Purchaser may be liable for a deficiency.
 - (e) If Purchaser fails to make payment as required in paragraph 4 above, this Contract shall become null and void at 12:01 a.m. on January 25, 2020, the down payment (and additional payments, if any) shall be forfeited to Seller, and the Warranty Fulfillment Deed and original mobile home title shall be surrendered to Seller.
17. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 17 and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
18. **PURCHASER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant, or condition of this Contract, Purchaser may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
19. **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.
20. **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 of notices and title searches, incurred by the other party. The prevailing party in

any suit instituted arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.

21. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Purchaser at 12 Crestview Lane, Underwood, WA 98651, and to the Seller at 605 N.W. Sonora Drive, Bend, OR 97701, 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.


22. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.

23. 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 Purchaser.

24. OPTIONAL PROVISION -- ALTERATIONS. Purchaser 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.


INITIALS:


SELLER


PURCHASER


25. OPTIONAL PROVISION -- DUE ON SALE. If Purchaser, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriffs sale of any of the Purchaser's 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 or declare the entire balance of the purchase price due and payable.

INITIALS:

SELLER


PURCHASER


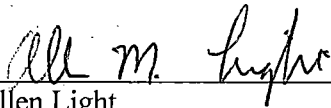
26. ADDENDA. Any addenda attached hereto are a part of this Contract.

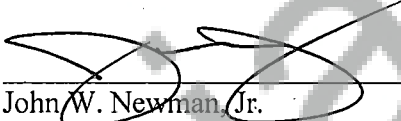
27. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.

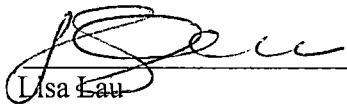
IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

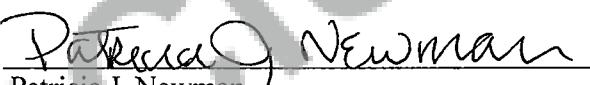
SELLER

PURCHASER


Allen Light


John W. Newman, Jr.


Lisa Lau


Patricia J. Newman

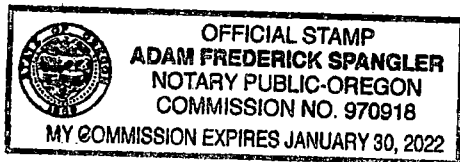
Unofficial Copy

STATE OF OREGON)
) §
COUNTY OF Deschutes)

I certify that I know or have satisfactory evidence that Allen Light 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 the instrument.

Dated: May 28, 2019.

(Seal)



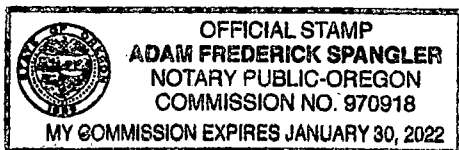
Notary Signature: [Signature]
Notary Name: Adam Spangler
Notary Public in and for the State of
Oregon, residing at Bend, Oregon
My commission expires: 1/30/2022

STATE OF OREGON)
) §
COUNTY OF Deschutes)

I certify that I know or have satisfactory evidence that Lisa Lau is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 28, 2019.

(Seal)



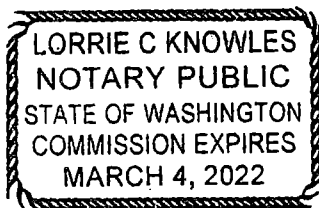
Notary Signature: [Signature]
Notary Name: Adam Spangler
Notary Public in and for the State of
Oregon, residing at Bend, Oregon
My commission expires: 1/30/2022

STATE OF WASHINGTON)
) §
COUNTY OF KLIKITAT)

I certify that I know or have satisfactory evidence that John W. Newman, Jr., 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 the instrument.

Dated: May 30, 2019.

(Seal)



Lorrie C. Knowles

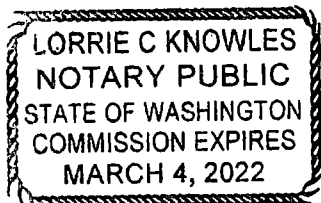
Lorrie C. Knowles
Notary Public in and for the State of Washington,
residing at White Salmon, therein.
My commission expires: 3/4/22.

STATE OF WASHINGTON)
) §
COUNTY OF KLIKITAT)

I certify that I know or have satisfactory evidence that Patricia J. Newman is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 30, 2019.

(Seal)



Lorrie C. Knowles

Lorrie C. Knowles
Notary Public in and for the State of Washington,
residing at White Salmon, therein.
My commission expires: 3/4/22.