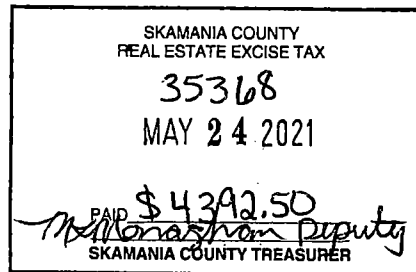




WHEN RECORDED RETURN TO:  
Mary S Frice  
1152 Mars Landing Rd  
Skamania, Washington, 98648



### CONTRACT FOR DEED

This Contract ("Contract") is effective as of April 26, 2021 by and between

- Mary S Frice, <sup>Trustee of The Mary S. Frice Revocable Living Trust</sup> a single person,

hereinafter referred to as "SELLER," whether one or more, and

- Ruby B Berglund and Greg J Berglund, 17501 NE 188th Ct, Brush Prairie, Clark County, Washington, 98606,

hereinafter referred to as "BUYER," whether one or more, on the terms and conditions and for the purposes hereinafter set forth.

**PROPERTY.** The property sold under this contract is located at 671 Butler Loop Rd, Skamania, Washington 98648 in Skamania County and is legally described as the following:

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 34, Township 2 North, Range 6 East, of the Willamette Meridian in the County of Skamania, State of Washington, described as: Lot 1 of the W&K Warfield Amended Short Plat, recorded in Book 3 of Short Plats, Page 285, Skamania County Records

More commonly know as: 671 BUTLER LOOP RD, STEVENSON WA 98648

Tax parcel ID no. 02063410010100

C.S.

hereinafter referred to as "the Property."

Skamania County Assessor

Date 5/24/21 <sup>GS</sup> Parcel# 2-6-31-1-101

**PURCHASE PRICE.** The agreed upon sales price for the Property is \$325,000.00 with interest

from April 01, 2021, on the unpaid principal at the rate of 3.75% per annum. The Seller hereby acknowledges receipt of a down payment or earnest money totaling \$40,000.00 which shall be deducted from the total purchase price indicated above.

**TERMS OF PAYMENT.** Payments under this contract should be submitted to Mary S Frice at 1152 Mars Landing Rd, Skamania, Washington 98648.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 3.75% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$1,319.88, beginning on May 1, 2021, and continuing until April 1, 2051 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

**LATE PAYMENT CHARGE.** There will be no late payment charge for payments received after the Due Date.

**NON-SUFFICIENT FUNDS.** The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

**PREPAYMENT.** The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

**ENCUMBRANCES.** The Seller guarantees no additional mortgages or loans will be taken on this property without the consent of the Buyer. In the event the Seller defaults on any mortgage on the Property, the Buyer can pay on the mortgage and receive credit under this Contract for all payments. The Seller herein discloses the Property sold under this contract is currently encumbered in the following manner:

Bank of America

\_\_\_\_\_  
Vancouver, Washington, \_\_\_\_\_  
\$58,000.00

**MAINTENANCE AND IMPROVEMENTS.** Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the

event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

**POSSESSION.** Buyer will maintain possession of the Property upon execution of this Contract.

**CONDITION OF PREMISES.** The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

**INSURANCE.** Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

**TAXES AND ASSESSMENTS.** Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

**REMEDIES ON DEFAULT.** In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 0 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 0 days.

**DEED.** Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Quit Claim Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

**ABSTRACT/TITLE POLICY.** The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

**NOTICES.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ASSIGNMENT.** Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

**ATTORNEY FEES.** If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

**ENTIRE CONTRACT/AMENDMENT.** This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

**SEVERABILITY.** If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

**GOVERNING LAW.** This Contract for Deed shall be construed in accordance with the laws of the State of Washington.

**WAIVER.** The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

**TAX EXEMPTION.** Buyer will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

**RECORDING.** This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

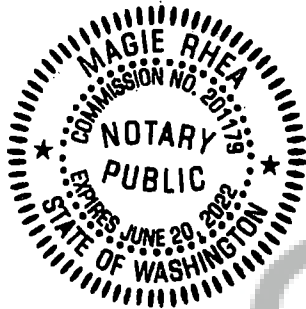
**SELLER:**

DATED: 4/26/2021

Mary S. Frice  
Mary S Frice  
1152 Mars Landing Rd  
Skamania, Washington, 98648

STATE OF WASHINGTON, COUNTY OF SKAMANIA, ss:

On this 26<sup>TH</sup> day of APRIL, 2021, before me personally appeared Mary S Frice, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.



Magie Rhea MAGIE RHEA  
Notary Public (ACKNOWLEDGED SIGNATURE  
ONLY)

NOTARY  
Title (and Rank)

My commission expires 06.20.2022

Notary Address:

COLUMBIA CREDIT UNION  
PO BOX 324  
VANCOUVER, WA 98606

**THE BUYER HAS THE RIGHT TO CANCEL THE CONTRACT AT ANY TIME UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING EXECUTION OF THE CONTRACT, OR DELIVERY OF THE CONTRACT, WHICHEVER OCCURS LATER.**

**BUYER:**

DATED: 4/26/2021

DATED: 4/26/2021

Ruby B Berglund  
Ruby B Berglund  
17501 NE 188th Ct  
Brush Prairie, Washington, 98606

Greg J Berglund  
Greg J Berglund

STATE OF WASHINGTON, ss: COUNTY OF CLARK, ss:

On this 26<sup>TH</sup> day of APRIL, 2021, before me personally appeared Ruby B Berglund and Greg J Berglund, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.



Magie Rhea MAGIE RHEA  
Notary Public (ACKNOWLEDGED SIGNATURE ONLY)

NOTARY  
Title (and Rank)

My commission expires 06-20-2022

Notary Address:

COLUMBIA CREDIT UNION  
PO BOX 324  
VANCOUVER, WA 98666