Skamania County, WA Total:\$109.50 DEED Pgs=7

2021-002000

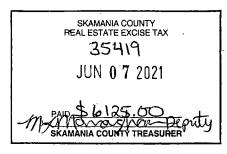
06/07/2021 03:19 PM

Request of: COLUMBIA GORGE TITLE

0000903720210002000070072

When recorded return to:

Kenneth and Brenda Sorensen 21 Sorensen Road Lyle, WA 98635



REAL ESTATE CONTRACT

- 1. PARTIES AND DATE. This Contract is entered into effective on the date of full execution as indicated below (Effective Date) between Kenneth M. Sorensen and Brenda S. Sorensen as "Seller" and Kent Coogan and Hannah Coogan as joint tenants with right of survivorship, not as tenants in common, as "Purchaser."
- 2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the real estate in Skamania County, State of Washington described in the attached Exhibit A, subject to all encumbrances of record.

Abbreviated Legal: SW 1/4 of NE 1/4 of Sec 33, T2N, R6E

6.5,

Tax Parcel Number(s): 02063300010000; 02063300010006

- 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: All personal property located on the Property as of the Effective Date. No part of the purchase price is attributed to personal property.
- 4. (a) PRICE. Purchaser agrees to pay: \$400,000 Purchase Price

Less \$500 Earnest Money

Results in \$399,500 Amount Financed by Seller.

(b) PAYMENT OF AMOUNT FINANCED BY SELLER.

Purchaser agrees to pay the sum of \$399,500 as follows:

\$2,000 per month with the first payment due on or before the 15th day of July, 2021 including interest at the rate of 4% per annum on the outstanding balance thereof and a like payment on the same day of each and every month thereafter through April 15, 2026 on which date the entire outstanding balance and all accrued but unpaid interest and any other obligations according to the terms of this Contract shall be paid in full. If Purchaser provides to Seller a notice requesting an extension of the April 15, 2026 due date for payment of the outstanding balance of the Purchase Price, interest and other obligations under this Contract prior to January 15, 2026 and the reason for the requested extension, Seller agrees to extend the due date for payment of the entire outstanding balance of the Purchase Price once, in which case the outstanding balance of the Purchase Price shall be paid in full no later than April 15, 2027; interest shall continue to accrue on the outstanding balance of the Purchase Price and Purchaser shall continue to pay monthly payments of \$2,000 per month during the extension.

Payments are applied first to interest and then to principal. Purchaser may prepay all or any portion of the unpaid balance of the Purchase Price at any time without penalty or premium. Any prepayments must be

applied first to late charges or other amounts due to Seller, if any, then to interest and the balance, if any, will be applied to principal. Any portion of a prepayment to be applied to principal must be applied to the oldest installments due, and will not excuse or reduce the regularly scheduled monthly installments of principal and interest hereunder. Payments shall be made at AmeriTitle, 1495 NW Garden Valley Blvd., Roseburg, Oregon 97471 (Collection Escrow) or such other place as the Seller may hereafter indicate in writing.

- 5. 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 Effective 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. Seller shall sign the fulfillment deed at closing and deliver it to the Collection Escrow.
- 6. LATE CHARGES. If any payment on the Purchase Price is not made within seven (7) days after the date it is due, Purchaser agrees to pay a late charge equal to \$100. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Purchaser after such late charges are due shall be applied to the late charges.
- 7. POSSESSION. Purchaser is entitled to possession of the Property on the Effective Date.
- 8. 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.
- 9. 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 full insurable value of the Property. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable to Seller and then to Purchaser. Purchaser may within 30 days after loss negotiate a contract to substantially restore the Property to its 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. 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 Purchaser in insurance policies then in force shall pass to Seller. Within fourteen days of the Effective Date and promptly upon subsequent requests from Seller, Purchaser shall provide proof of insurance to Seller consistent with the requirements of this section.
- 10. 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.
- 11. CONDITION 'OF PROPERTY. Purchaser accepts the Property in its present condition, AS IS and acknowledges that Seller has 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 may make additions, improvements

and alterations to the Property provided that all such additions, improvements and alterations are performed in a good and workmanlike manner and in compliance with all applicable local requirements and state and federal law.

- 12. RISK OF LOSS. Purchaser shall bear the risk of loss for destruction or condemnation of the Property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.
- 13. 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.
- 14. AGRICULTURAL USE. Portions of this Property are used principally for agricultural purposes. Purchaser agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchaser consents to Seller's entry on the Property to take any reasonable action to conserve soil, crops, trees, and livestock.
- 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 Property to its 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, 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) Forfeit Purchaser's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, 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 Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) the Purchaser's 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) Purchaser shall be required to surrender possession of the Property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
 - (d) 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.
 - (e) Judicial Foreclosure. Sue to foreclose this Contract as a mortgage, in which event Purchaser may be liable for a deficiency.
- 17. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 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 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 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 P.O. Box 271, North Bonneville, Washington 98639 and to the Seller at 21 Sorensen Road, Lyle, Washington 98635 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 the Collection Escrow.
- 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. ALTERATIONS. Purchaser may make additions, improvements and alterations to the Property provided that such modifications are done in a good and workmanlike manner and in compliance with applicable local, state and federal law.
- 25. 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.
- 26. PRESERVATION OF DESIGNATED FOREST LAND STATUS FOR PROPERTY. Purchaser shall consistently and fully comply with the Sorensen Forest Management and Stewardship Plan for the Property and take all action necessary to maintain the status of the Property as designated forest land pursuant to RCW Chapter 84.33.
- 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 date of full execution as indicated below.

SELLER

PURCHASER

Kenneth M. Sorensen

Page 4 of 6

Brenda S. Sorensen

STATE OF Shire II.

State of Shire II.

State of Shire II.

State of Shire II.

State of State II.

State of Shire II.

State of State II.

State of Shire II.

State

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

PUBLIC

NOTARY

PUBLIC

PUBLIC

NOTARY

PUBLIC

Notary name printed or typed: The Residing at State of Conjugator My appointment expires: Ox-C9-Z024

STATE OF LAShington) ss.
County of Standard)

I certify that I know or have satisfactory evidence that Brenda S. Sorensen 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 this instrument.

DATED: Hanc 3, 2021

AMI BLAKKING

I certify that I know or have satisfactory evidence that Kent Coogan 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.

DATED:

MI BLAKE

Notary name printed or typed: Notary Public in and for the State of L Residing at Secon

My appointment expires:

STATE OF (1 ashiration

I certify that I know or have satisfactory evidence that Hannah Coogan 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 this instrument.

DATED:

AMI BLAKE

Notary name printed or typed: Notary Public in and for the State of 1 Residing at Stone 186 My appointment expires: 8

EXHIBIT "A"

A tract of land lying in the Southwest ¼ of the Northeast ¼ of Section 33, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence along the West line of said Northeast 14, South 01° 43' 02" West 1,311.90 feet to the Northwest corner of said Southwest 1/4 of the Northeast 1/4 and true point of beginning of this description; thence leaving said West line, along the North line of said Southwest 1/2 of the Northeast 1/4, South 39º 06' 19" East 873.18 feet; thence leaving said North line, South 00° 39' 20" West 1,308.04 feet to the intersection with the South line of said Southwest 1/4 of the Northeast 1/4; thence along said South line, North 89° 20' 40" West 333.90 feet to the intersection with the centerline of Duncan Creek Road; thence leaving said South line, along said centerline on a 500.00 foot radius curve to the right, through a central angle of 07° 44' 23" a distance of 67.54 first (the long chord of which bears North 51° 02' 21" West 67.49 feet); thence North 47° 10' 09" West 170.11 feet; thence on a 600.00 foot radius curve to the left, through a central angle of 16° 39' 22" a distance of 174.42 feet (the long chord of which bears, North 55° 29' 50" West 173.81 feet); thence North 63° 49' 31" West 132.67 feet; thence on a 241.70 foot radius curve to the right, through a central angle of 14° 09' 41" a distance of 59.74 feet (the long chord of which bears, North 56° 44' 40" West 59.59 feet) to the South most corner of Lot 1 of Jack Spring's Short Plat 44, thence leaving said centerline, along the Easterly and Northerly line of said Lot 1, North 23° 26' 00" East 488.48 feet; thence North 01° 47' 04" West 68.02 feet; thence North 60° 27' 00" West 271.98 feet to the intersection with the West line of said Southwest 1/4 of the Northeast 1/4 at a point being 1,631.76 feet along said West line from the Northwest corner of said Northeast 14; thence along said West line, North 01° 43' 02" East 319.86 feet to the true point of beginning of this description.

Contains 21.61 acres, more or less.

1-1-33-0-0-00 1-6-33-0-0-00-06

Subject to all easements, agreements, and rights-of-way of record