



When recorded return to:

Pamela B. Edge
4849 East B Street
Tacoma, WA 98404

Filed for record at the request of:



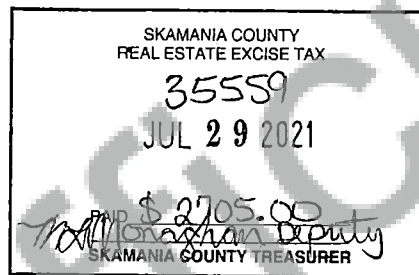
COMPANY OF WASHINGTON, INC.

655 W. Columbia Way, Suite 200
Vancouver, WA 98660

Escrow No.: 612877666

DOCUMENT TITLE(S)

Real Estate Contract



REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional reference numbers on page _____ of document

SELLER(S)

Pamela B. Edge, a single person

☐ Additional names on page _____ of document

BUYER(S)

James M. Edge, a single person

☐ Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION

Ptn. Sec 14, T3N, R9E, W.M.; Lots 2&3 RIST SP Bk 2/Pg 12; Lot 2 LEWIS RIST SP Bk3/Pg 179

Complete legal description is on page 8 of document

TAX PARCEL NUMBER(S)

03091430100200, 03091430100400, 03091430100500 and 03091430100600

Additional Tax Accounts are on page _____ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the

REAL ESTATE CONTRACT

1. **PARTIES AND DATE.** This Contract is entered into on 6/28-2021 between **PAMELA B. EDGE**, a single person as "Seller" and **JAMES M. EDGE**, a single person, as "Buyer."

2. **SALE AND LEGAL DESCRIPTION.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Skamania County, State of Washington, further legally described as:

Please see legal description attached hereto as Exhibit "A."

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.

4. a. **PRICE.** Buyer agrees to pay:

	\$200,000	Total Price
Less	\$2,000	Down Payment
Results in	\$198,000	Amount Financed by Seller

b. **PAYMENT BY BUYER.**

Buyer agrees to pay the down payment of \$2,000 on or before closing. The balance of the purchase price, \$198,000, together with interest on the declining balance accruing from July 15, 2021, at the rate of 1.97% per annum, shall be payable as follows:

A monthly payment of \$1,000 or more, beginning on August 15, 2021, and a like amount or more on or before the fifteenth day of each succeeding calendar month, until July 15, 2036, whereupon the final payment of the balance due under this agreement, including principal and interest as computed hereunder, if not sooner paid, shall be due and payable.

Payments are applied first to interest and then the principal.

5. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to encumbrances including the following list of tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

a. Subject to all taxes and other assessments, reservations and patents, all easements,

rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all leases, licenses, possessions, encroachments, and all matters which an accurate inspection or survey of the property would reveal.

6. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein.
7. **LATE CHARGES.** If any payment of the purchase price is not made within ten days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amount received from Buyer after such late charges are due shall be applied to the late charges.
8. **POSSESSION.** Buyer is entitled to possession of the property from and after the date of this Contract.
9. **ALTERATIONS.** Buyer shall not make any substantial alterations to the improvements on the property without the prior written consent of Seller, which consent shall not be unreasonably withheld.
10. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract.
11. **NONPAYMENT OF TAX, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyer 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 Buyer 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 payment.
12. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledge that Seller, her agents and sub-agents 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. Buyer agrees to maintain the property in such condition as complies with all applicable laws.
13. **RISK OF LOSS.** Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant

to this Contract.

14. **INSURANCE.** Buyer 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 balances owed on obligations assumed by Buyer plus the balance due 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 her interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer 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 the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.
15. **CONDEMNATION.** Seller and Buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within thirty (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 Buyer deposits in escrow any deficiency with instruction 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. **WASTE.** Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.
17. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:
 - a. Sue for Installments. Sue for any delinquent periodic payment; or
 - b. Specific Performance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
 - c. Forfeit Buyer'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 rights, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; ii) the Buyer's rights under the Contract shall be canceled; 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 unharvested crops on the property shall belong to the Seller; and v) Buyer shall be required to surrender possession of the property, improvements and unharvested crops to the Seller ten days after the forfeiture.

- d. Acceleration of Balance Due. Give Buyer 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 Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charges and reasonable attorney's fees and costs.
 - e. Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event the Buyer may be liable for a deficiency.
18. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 17 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
19. **NON-WAIVER.** Failure of Seller to insist upon strict performance of the Buyer's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all the Buyer'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 proceeding.
21. **DUE ON SALE.** If Buyer, 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 sheriff's sale of any of Buyer's interest in the property or this contract, Seller may at any time thereafter declare the entire balance of the purchase price due and payable.
22. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to the Buyer and Seller at such addresses as either party may specify in writing to the other party. Notice shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on

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

24. **SUCCESSORS AND ASSIGNS.** Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of Seller and Buyer.

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


26. **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 Buyer.

BUYER:


JAMES M. EDGE

WITNESS my hand and seal this 28 day of June, 2021.





Notary Public in and for the State of Washington,
residing at Tacoma
My Commission expires: 10/11/2022

STATE OF WASHINGTON)
)ss.
County of Pierce)

On this day before me personally appeared **JAMES M. EDGE**, to me known to be the same person named in and who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES my hand and seal this 28 day of June, 2021.



Kathy Hughes
Notary Public in and for the State of Washington,
residing at Tacoma
My commission expires: 10/11/2022

EXHIBIT "A"

PARCEL I: 03-09-14-3-0-1002-00

A tract of land located in Section 14, Township 3 North, Range 9 East of the Willamette Meridian, described as follows:

The North 200 feet of the West 960 feet of Lot 8 of OREGON LUMBER COMPANY'S SUBDIVISION, according to the official plat thereof, on file and of record at page 29 of Book 'A' of Plats, records of Skamania County, State of Washington;

EXCEPT the West 810 feet thereof.

PARCEL II: 03-09-14-3-0-1004-00

A tract of land located in Lot 8 of OREGON LUMBER COMPANY'S SUBDIVISION, as recorded in Book 'A' of Plats, Page 29, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the LEWIS & PEARL RIST Short Plat, as recorded in Book 2 of Short Plats, Page 12, records of Skamania County.

PARCEL III: 03-09-14-3-0-1005-00

A tract of land located in Lot 8 of OREGON LUMBER COMPANY'S SUBDIVISION, as recorded in Book 'A' of Plats, Page 29, in the County of Skamania, State of Washington, described as follows:

Lot 3 of the LEWIS & PEARL RIST Short Plat, as recorded in Book 2 of Short Plats, Page 12, records of Skamania County.

PARCEL IV: 03-09-14-3-0-1006-00

A tract of land located in Lot 8 of OREGON LUMBER COMPANY'S SUBDIVISION, as recorded in Book 'A' of Plats, Page 29, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the LEWIS RIST Short Plat, recorded in Book 3 of Short Plats, Page 179, Skamania County Records.

Skamania County Assessor

Date 7/29/21 Parcel# 3-9-14-3-1002

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