

WHEN RECORDED RETURN TO:

Cassie Crawford
Vancouver Land Law
P.O. Box 61488
Vancouver WA 98666

Skamania County, WA
Total: \$360.50
DEED
Pgs=8

2024-000236

03/05/2024 11:22 AM

Request of: CASSIE CRAWFORD VANCOUVER LAND I

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Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)**DOCUMENT TITLE(S)** (or transaction contained therein) (all areas applicable to your document must be filled in)Real Estate Installment Contract**REFERENCE NUMBER(S)** of Documents assigned or released:☐ Additional numbers on page ____ of document.**GRANTOR(S):**

1. Rachel Marie Rand 2. Skamania County
a single person Real Estate Excise Tax
3. _____ 4. 37061

MAR 05 2024☐ Additional names on page ____ of document.**GRANTEE(S):**

1. Paul Root & Megan Root 2. PAID \$2975.00
a married couple Skamania County Treasurer
3. _____ 4. _____

☐ Additional names on page ____ of document.**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot 2 of the Root Short Plat as recorded
in Skamania Co., WA Audited File No. 2024-000161

☐ Complete legal on page ____ of document.**Assessor's Property Tax Parcel #**0205330052000 (P)☐ Additional parcel numbers 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 accuracy or completeness of the indexing information.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Cassie Crawford**Signature of Requesting Party**

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

RETURN ADDRESS:
Cassie N. Crawford
Vancouver Land Law Corp.
P.O. Box 61488
Vancouver, WA 98666
(360) 907-5696

Skamania County
Real Estate Excise Tax

37DL1
MAR 05 2024

Document Title(s)

Real Estate Installment Contract

PAID \$2975.00
Skamania County Treasurer
M. McLaughlin

Reference Number(s) of Related Document(s)

Grantor(s)

Rachel Marie Rand, a single person

Grantee(s)

Paul Root & Megan Root, a married couple

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range)

Lot 2 of the Root Short Plat as recorded in Skamania County, WA Auditor File
No. 2024-000161

Skamania County Assessor

Assessor's Property Tax Parcel/Account Number

02053300252000

(DN)

Date 3/5/24 Parcel # 2-5-33-2520

(DN)

REAL ESTATE INSTALLMENT CONTRACT

Effective Date: _____

Seller:

Rachel Marie Rand, a single person ("Seller")

Buyer:

Paul Root & Megan Root, a married couple (collectively "Buyer")

Skamania County Assessor's Office
Date 3/5/24 Parcel # 2-5-33-2520

1. **Property.** Seller agrees to sell to Buyer a parcel of real property located at 141 Silver Star Lane, Washougal, Washington 98671, Skamania County, Washington (APN-02053300252000), legally described as Lot 2 of the Root Short Plat as recorded in Skamania County, WA Auditor File No. 2024-000161.

2. **Purchase Price.** The purchase price of the Property is TWO HUNDRED TWENTY THOUSAND and 00/100 DOLLARS (\$220,000).

a. **Buyer Improvements Credited against Purchase Price.** To date, Buyer has advanced the sum of \$41,445.05 for the following improvements to the Property: road improvements to the Property, well digging, surveying fees for short plat, and cost of short plat submittal to Skamania County. Said sum shall be credited against the purchase price.

b. **Down Payment.** At close of escrow, Buyer shall deliver the sum of \$44,554.95 to Seller.

c. **Balance of Purchase Price.** The balance of the purchase price of \$134,000 shall bear interest at the rate of 5% per annum. *Together with the property tax payment set forth in Section 2(c) below*, Buyer shall deliver to Seller a payment of \$1,059.66 each month beginning on April 1, 2024 for a period of 15 years, with the balance all due and payable on or before April 1, 2039.

From each payment shall first be deducted any late charges or costs due hereafter, then interest to date of payment, and thereafter the balance shall be applied to principal. *There is no pre-payment penalty.*

All payments on this Contract shall be delivered to Seller, 10116 SE 12th Street, Vancouver, WA 98664, or such other address as Seller may from time to time designate.

Seller may designate a contract collection company for Buyer's delivery of monthly installment payments.

d. **Property Taxes & Utilities.** The 2024 property taxes will be prorated at the close of escrow. During the term of this Contract, Buyer shall deliver the annual property taxes to the applicable taxing authority each year.

Buyer shall also be responsible for all utilities and other related costs for the Property during the term of this Contract. Buyer shall make complete and timely payments of such items directly to the utility provider, and shall provide proof of payment to Seller upon written request.

3. **Close of Escrow.** The parties agree that the close of escrow shall be on or before March 15, 2024, with Vancouver Land Law Corp., 310 W. 11th St., Vancouver, WA 98660 ("Escrow Holder") or such other Escrow Holder as mutually agreeable to the parties.

4. **Title.** Unless otherwise specified in this Contract, title to the property shall be marketable at Closing. Seller represents that there are no existing mortgages or monetary liens against the Property, and shall be responsible to satisfy and remove any such liens prior to close of escrow. Rights, reservations, covenants, conditions and restrictions, presently of record, easements and encroachments, not materially affecting the value of the Property or unduly interfering with Buyer's intended use of the Property shall not cause the title to be considered unmarketable.

5. **Title Insurance.** Buyer may, at Buyer's election, purchase a standard form owner's policy of title insurance to be issued by a title company.

6. **Closing Costs.** The following items will be prorated between Buyer and Seller at the close of escrow: taxes, utilities and other assessments. Seller shall pay the real estate transfer tax. Buyer shall pay the recording costs.

7. **Fulfillment Deed.** Within 30 days of payment of the full purchase price and interest in the manner hereinabove specified, Seller shall execute and deliver to Buyer a Statutory Warranty (Fulfillment) Deed to the Property, free and clear of any encumbrances, except those encumbrances that may accrue after the mutual execution of this Contract, due to any person other than Seller.

8. **Possession.** Buyer shall take physical possession of the Property upon the close of escrow.

9. **Insurance.** Seller shall maintain liability insurance for the Property during the term of this Contract, insuring the Property equal to the amount of the purchase price. And, Buyer shall reimburse Seller for the cost of such insurance within 30 days of Seller's delivery of the written invoice for same. Provided, however, in the event Buyer builds a residential structure on the Property, Buyer shall commence carrying all casualty and liability insurance for the Property upon commencement of any

such construction. Buyer agrees to indemnify and defend Seller and the Property from any claims, damages or costs whatsoever related to Buyer's use of the Property and/or Buyer's obligations under this Contract.

10. **Repairs/Alterations.** Buyer shall keep the Property in good condition and repair, including interior and exterior. Buyer shall not create any nuisance or commit waste on the Property and will not allow the Property to be used for any unlawful purposes. All maintenance and repair shall be at Buyer's sole cost and expense, and neither Seller nor the Property shall be liable therefore. Buyer shall not make any material alterations or modifications to the Property without prior written consent of Seller (which shall not be unreasonably withheld or delayed). Provided, however, Buyer shall be permitted to make alterations to the Property that are not material alterations and do not affect the value of the Property without prior Seller consent. Buyer shall not allow any liens or encumbrances to be placed against the Property and will remove any such lien or encumbrance within 10 days of written notice by Seller. Buyer agrees to indemnify and defend Seller and the Property from any claims, damages or costs whatsoever related to Buyer's and/or use of the Property or Buyer's obligations under this Contract.

11. **Advancements by Seller.** In the event Buyer breaches any obligation under this Contract and/or fails to make any payment as provided herein, and/or fails to maintain insurance, Seller may (at its option) advance such sums on behalf of Buyer. Thereafter, Buyer shall reimburse Seller within FIFTEEN (15) days written demand for any such sum along with interest at the rate of TWELVE PERCENT (12%) per annum until paid in full, without prejudice to any other rights Seller shall have hereunder.

12. **Default.** Upon any default by Buyer, Seller shall have the following remedies as set forth in Revised Code of Washington Section 61.30:

a. Right to Judicial Action. Seller may elect to bring a judicial action for any unpaid installment payment or other advancement or monies owed to Seller.

b. Forfeiture. In the event Buyer shall fail to make any payment and/or fail to comply with any condition hereunder, Seller may declare all of Buyer's rights under this Contract terminated pursuant to the laws of the State of Washington. Upon doing so, all payments made by Buyer and all improvements made to the Property shall be forfeited to Seller as liquidated damages, and Seller shall have the right to re-enter and take possession of the property immediately.

c. Attorneys' Fees. If this Contract or any obligation hereunder is referred to an attorney for default or collection, Buyer shall be responsible to pay Seller's attorneys' fees and costs. In the event any legal action is filed, the prevailing party shall be entitled to its attorneys' fees and costs.

d. Notice Provisions. Service and delivery of all demands or notices under this Contract shall be made by certified mail, postage prepaid, directed to the Buyer

or Seller at his address stated below and shall be deemed received three (3) days after mailing.

e. **Acceleration.** In the event Buyer fails to comply with any condition hereunder or to make any payment required, Seller may declare all sums due and owing under this Contract after delivery of a written 30-day notice of intent to accelerate is served on Buyer. Within the 30-day period, Buyer shall have the right to cure the default and remove the grounds for acceleration specified in the notice by delivery of all sums owed pursuant to the acceleration, including all of Seller's attorneys fees and costs. In the event Buyer fails to cure such default in a full and timely manner, the entire Contract balance shall become due and payable immediately.

f. **Other Remedies.** Time is of the essence for performance of any and all terms under this Contract. Notwithstanding the above provisions, Seller shall be entitled to any and all remedies available at law or in equity, including, without limitation, specific performance, damages, and/or all of the remedies in the State of Washington which relate to the forfeiture of real estate contracts. Furthermore, the remedies provided herein shall be nonexclusive and in addition to any other remedies provided by law.

13. **Condemnation.** In the event of the taking of any part of the Property for public use, all of the monies received by reason thereof shall be applied as a payment on account of the purchase price of the Property, less any sum which the Seller may be required to expend in procuring such money.

14. **Late Charges.** In the event Buyer shall be delinquent more than TEN (10) days in making any payment, a late charge of 10% shall be due. The late charge will be computed monthly on any sum which is delinquent.

15. **Assignment.** Buyer shall not transfer or assign any portion of its interest in this Contract or the Property except for rent or lease, without the prior written consent of Seller (subject to Seller's reasonable approval).

16. **Waiver.** Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce that provision or any other portion of this Contract.

17. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto, supersedes any other oral or written agreement, and may not be amended other than a writing between the parties hereto. The parties agree to execute and deliver any other documents reasonably necessary to effectuate the terms of this Contract.

18. **Successors.** The terms and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their agents, successors and assigns.

Dated: *Mar 5th, 2024*

“SELLER”
Rhodes/Leptak
POA Rachel Rand

Dated: *March*
May 5th, 2024

“BUYER”
Paul [Signature]

Dated: *March*
May 5th, 2024

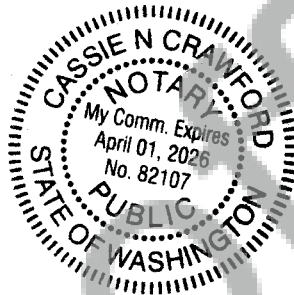
“BUYER”
Meagan Rint

STATE OF WASHINGTON)

County of Skamania) ss.

On this 5 day of March 2024, before me personally appeared Rhoda Gygstad to me known to be the POA of Rachel Rand, that he/she executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of such entity, for the use and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th day of March 2024.



Cassie N Crawford
NOTARY PUBLIC in and for the State
of Washington

Expiration: 4/1/26

STATE OF WASHINGTON)

County of Skamania) ss.

ON THIS DAY personally appeared before me Paul Root + Megan Root, to me known to be the individual named in and who executed the above and foregoing Real Estate Installment Contract and acknowledged that he/she signed the same on their own free and voluntary act and deed for the uses and purposes therein mentioned.

DATED: 3/5/24



Cassie N Crawford
NOTARY PUBLIC for WA
Residing at Vancouver WA
My commission expires: 4/1/26