

THIS SPACE PROVIDED FOR RECORDER'S USE

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

31626
JAN - 7 2016

PAID *1,535.00*
by deputy
SKAMANIA COUNTY TREASURER

WHEN RECORDED RETURN TO:

Ronald Kapp
16557 121st Ave SE
Renton, WA 98058

CONTRACT FOR DEED

This Contract ("Contract") is effective as of January 07, 2016 by and between

- Ronald G. Kapp, a single person,

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

- Douglas W. Kapp, 972 Jessup Rd, Bingen, Skamania County, Washington, 98605,

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 972 Jessup Rd. AND 982 Jessup Rd. (Two Tax Parcels), Bingen, Washington 98605 in Skamania County and is legally described as *03091130100100* *03091130100000* *DK*

Together with 1979 Fleetwood 4x4
VIN WA F41A843 42318
Legal Description attached to this Contract for Deed as additional page "Exhibit 1"

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$100,000.00 with no interest.

TERMS OF PAYMENT. Payments under this contract should be submitted to Ronald G. Kapp at 16557 121st Ave SE, Renton, Washington 98058.

The unpaid principal shall be payable in monthly installments beginning on February 01, 2016, and continuing until February 01, 2036 (the "Due Date"), at which time the remaining unpaid principal 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 the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

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 90 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 90 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Seller 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.

OTHER PROVISIONS. All Water Rights are to be transferred to the Buyer at the time the contract is paid in full and the Deed transferred. Two parcels are included in this contract - Parcel Tax #'s 03091130100000 (972 Jessup Rd.) AND Parcel Tax # 03091130100100 (982 Jessup Rd.) All Taxes owing in relation to the two parcel numbers will be paid by the buyer. If payments are not received on this contract, it will be terms for termination of this contract. Upon the death of Ronald G. Kapp, this Contract for Deed will be considered Paid In Full. If Douglas W. Kapp should precede Ronald G. Kapp in death this contract and all pertaining deeds shall revert back to Ronald G. Kapp.

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 Seller shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By:
Ronald G. Kapp
16557 121st Ave SE
Renton, Washington, 98058
425-226-5923

SELLER:

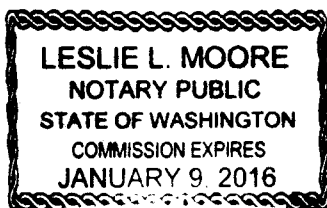
DATED: 1-7-2016

Ronald G. Kapp

Ronald G. Kapp
16557 121st Ave SE
Renton, Washington, 98058

STATE OF WASHINGTON, COUNTY OF SKAMINIA, ss:

On this 7th day of January, 2016, before me personally appeared Ronald G. Kapp, 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.



Leslie L. Moore
Notary Public

Notary
Title (and Rank)

My commission expires 1-9-2016

Notary Address:

P.O. Box 790
Stevenson, WA 98648

CONTRACT FOR DEED
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before purchasing pre-1978 housing, Seller's must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Buyers must also receive a federally approved pamphlet on poisoning prevention.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (Check (i) or (ii) below):

(i) _____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

(ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) _____ Buyer has received copies of all information listed above.

(d) _____ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their

knowledge, that the information they have provided is true and accurate.

Bernard E. Hagg

1-1-16
Date

_____, _____

_____, _____
Date

Unofficial
Copy

"Exhibit 1"
 Legal Description
 972 Jessup Rd, Bingen, WA 98605

PARCEL III

County of Skamania, State of Washington

Beginning at the northeast corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 11, Township 3 North, Range 9 E.W.M.; thence west 31 rods to the initial point of the tract hereby described; thence west 9 rods, more or less, to the northwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 11; thence south 30 feet, more or less, to center of that certain private road leading to the Lyle L. Waters property; thence in a southeasterly direction following the

center of said road to a point south of the initial point; thence north 105 feet, more or less, to the initial point;
 TOGETHER WITH a parcel of land 8 feet square and pumphouse and wall constructed thereon located 150 feet south of the southwest corner of the above described real property; and easement for water pipeline and electrical conduit as now installed, and the right to repair and maintain the same;
 ALSO: Beginning at the northeast corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 11, Township 3 North, Range 9 E.W.M.; thence west 31 rods to the initial point of the tract hereby described; thence west 9 rods, more or less, to the northwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 11; thence north 36.5 feet to the existing fence; thence in a southeasterly direction following said fence line a distance of 149.07 feet to a point 23.5 feet north of the initial point; thence south 23.5 feet to the initial point;
 AND TOGETHER WITH all water rights appurtenant to the above described real property;
 SUBJECT TO easements for public and private roads constructed over and across the above described real property.

Skamania County Assessor

Date _____ Parcel# _____

" EXHIBIT 1 "

LEGAL DESCRIPTION

982 Jessup RD, Bingen, WA
98605

PARCEL II

County of Skamania, State of Washington

A tract of land located in the Northwest Quarter of the Southwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 11, Township 3 North, Range 9 E. W. M., described as follows:

Beginning at the northeast corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 11; thence west 31 rods to the initial point of the tract hereby described; thence west 9 rods, more or less, to the northwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 11; thence north 86.5 feet; thence in a southeasterly direction 149.07 feet to a point 73.5 feet north of the initial point; thence south 73.5 feet to the initial point; EXCEPT that portion thereof conveyed to Robert D. Wilson and Rosie E. Wilson, husband and wife, by deed dated May 6, 1961, recorded at page 469 of Book 48 of Deeds, Records of Skamania County, Washington.

Skamania County Assessor

Date 1-7-16 Parcel# 3-9-11-3-1001
3-9-11-3-1000

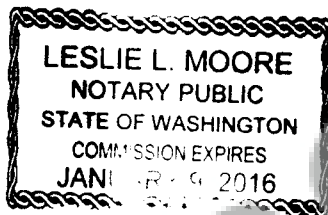
BUYER:

DATED: 1-7-16

Douglas W. Kapp
Douglas W. Kapp
972 Jessup Rd
Bingen, Washington, 98605

STATE OF WASHINGTON, ss: COUNTY OF SKAMANIA, ss:

On this 7th day of January, 2016 before me personally appeared Douglas W. Kapp, 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.



Leslie L. Moore
Notary Public

Notary
Title (and Rank)

My commission expires 1-9-2016

Notary Address:

P.O. Box 790
Stevenson, WA
98648