

REAL ESTATE CONTRACT

THIS AGREEMENT made this day between VERNON R. FLETCHER and NINA G. FLETCHER, husband and wife, hereinafter called "Sellers", and ARNOLD E. MARTIN and ANGALENE F. MARTIN, husband and wife, as to an undivided one-fourth (1/4th) interest, HENRY NELSON BROWNE and VIRGINIA ADELE BROWNE, husband and wife, as to an undivided five-twenty-fourths (5/24ths) interest, ROY BERGH LEIPNIK and THELMA JOAN LEIPNIK, husband and wife, as to an undivided five-twenty-fourths (5/24ths) interest, CZERNA ADELAIDE FLANAGAN, a single woman, as to an undivided five-twenty-fourths (5/24ths) interest, and ALICE ANN PASTORIUS, a single woman, as to an undivided one-eighth (1/8th) interest, all as tenants-in-common, hereinafter called "Buyers",

WITNESSETH:

1. **PREMISES SOLD:** That the Sellers will sell to the Buyers, their heirs and assigns, and Buyers will buy of the Sellers, their heirs, executors, administrators and assigns, the following described real property situate in Skamania County, Washington, with appurtenances thereunto belonging on the following terms and conditions:

The Southeast Quarter of the Northeast Quarter (SE-1/4 NE-1/4) of Section Three (3), Township One (1) North, Range Five (5) East of the Willamette Meridian.

SUBJECT TO easements and rights of way for public roads over and across said real estate.

2. **PURCHASE PRICE:** The purchase price for said real property is the sum of Twenty-two Thousand and no/100 Dollars (\$22,000.00), of which the Buyers have paid unto the Sellers the sum of \$4,000.00, receipt of which is hereby acknowledged by the Sellers, and the balance of Eighteen Thousand and no/100 Dollars (\$18,000.00) shall be paid as follows:

- (a) A payment of \$4,000.00 shall be paid to Sellers on January 2, 1972;
- (b) Thereafter a payment of \$834.00, or more, shall be paid to Sellers on the 1st day of each April, July, October and January of every year until the balance of the purchase price, together with interest is paid in full.

All payments shall include interest on the unpaid balance owed from time to time at the rate of seven (7%) percent per annum computed from the date of this Contract, until said balance of principal and interest has been paid in full.

Buyers reserve the right to pay the balance due on this Contract in full at any time without penalty.

3. **BUYERS' COVENANTS:** Buyers covenant and agree to the following terms and conditions, to-wit: To make the payments above agreed to promptly, in the manner and on the dates above named; to take the property sold hereby in the condition as it stands as of the date of this Contract, and to pay the consideration agreed upon, regardless of any loss, destruction or damage thereto by fire, condemnation proceedings or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Sellers, or their agents, to enter into or upon said premises at any reasonable time to inspect same; to pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Sellers in and to said property; and not to cut or destroy any timber growing upon the aforescribed premises without the written consent of Sellers.

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Real Estate Contract:

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4. SELLERS' COVENANTS: The Sellers agree that when the Buyers shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the Sellers to or for the benefit of the Buyers or for the protection of the property or of this Contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this Contract to make, execute and deliver to the Buyers or assigns a good and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances, except those of record mentioned herein, and it is understood and agreed that the warranties of said deed shall, after the date of this Contract, apply only to the acts of the Sellers and shall not include any taxes or assessments which may have become a lien after the date of this Contract. Sellers further agree to furnish to Buyers within ninety (90) days from the date hereof a policy of title insurance insuring their legal title to said real estate as of the date of this Contract and upon the delivery of said policy to Buyers, Sellers shall have no further obligation to insure said title.

5. FORFEITURE: Time is of the essence of this Contract, and if the Buyers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this Contract null and void; and if the Buyers shall fail to make good such default within fifteen (15) days after the Sellers shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Buyers or mailing same by registered or certified mail to said Buyers at their last known address or to the address given on this Contract, at the Sellers' option, then, and in that event, all of the rights under this Contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revert in, the Sellers without further action on the part of the Sellers and without any right of the Buyers to reclamation or compensation for money paid, or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the Sellers under this Contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Sellers in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the Sellers for the Buyers' failure to complete this Contract.

6. OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments, made by the Sellers and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

It is agreed that any such action is an action arising on Contract for the recovery of money only, as if the promise to pay had been expressed in a difference instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

7. COURT COSTS AND ATTORNEYS' FEES: In any action by the Sellers to procure an adjudication of the termination of Buyers' rights under this Contract or to recover any intermediate installments or any advances

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7. **COURT COSTS AND ATTORNEYS' FEES:** In any action by the Sellers to procure an adjudication of the termination of Buyers' rights under this Contract or to recover any intermediate installments or any advances

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repayable to Sellers, or in any action to recover the unpaid balance on this Contract or to enforce any other rights of Sellers hereunder, Buyers agree to pay Sellers the expenses incurred in searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fees.

8. **REPRESENTATIONS:** Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, shall be binding on the Sellers unless expressly contained herein.

9. **WAIVER:** No assent, expressed or implied, by Sellers to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 22 day of October, 1971.

Arnold E. Martin
Arnold E. Martin

Angeline F. Martin
Angeline F. Martin

Henry Nelson Browne
Henry Nelson Browne

Virginia Adele Browne
Virginia Adele Browne

Roy Bergh Leipnik
Roy Bergh Leipnik

Thelma Joan Leipnik
Thelma Joan Leipnik

Caena Adelaide Flanagan
Caena Adelaide Flanagan

Anne Ann Pastorius
Anne Ann Pastorius

BUYERS

1002
No. 1002
TRANSACTION EXCISE TAX
NOV 8 1971
Amount Paid \$ 220.00
By Skamania County Treasurer

Vernon R. Fletcher
Vernon R. Fletcher

Nina G. Fletcher
Nina G. Fletcher

SELLERS

STATE OF WASHINGTON

COUNTY OF CLARK

On this day personally appeared before me VERNON R. FLETCHER and NINA G. FLETCHER, husband and wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22 day of October, 1971.

Vernon R. Fletcher
Notary Public in and for the State of Washington, Residing at Carnation.

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Henry Nelson Browne
Henry Nelson Browne

Virginia Adele Browne
Virginia Adele Browne

Roy Bergh Leppik
Roy Bergh Leppik

Thelma Joan Leppik
Thelma Joan Leppik

Czerna Adelaide Flanagan
Czerna Adelaide Flanagan

Alice Ann Pastorius
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1002

No. TRANSACTION EXCISE TAX

NOV 8 1971

Amount Paid, \$ 220.00

Skamania County Treasurer

by Vernon R. FletcherVernon R. FletcherNina G. Fletcher

SELLERS



Vernon R. Fletcher
Notary Public in and for the State of Washington, Residing at Camas,