

## REAL ESTATE CONTRACT

THIS AGREEMENT made this day between JOHN R. CARROLL, dealing with his separate property, hereinafter called "Seller", and ROGER M. CARADA and PATSY L. HARADA husband and wife, of Route 2, Box 420G, Washougal, Washington 98671, hereinafter called "Buyers",

WITNESSETH:

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

The West half of the West half of the Southeast one-quarter of the Northeast one-quarter of Section Nineteen (19), Township Two (2) North, Range Five (5) East of the Willamette Meridian, containing ten acres, more or less,  
**SUBJECT** to County Road.

**SUBJECT FURTHER** to easement granted to Kenneth E. Locke and Elizabeth C. Locke, husband and wife, by Real Estate Contract dated September 27, 1971 for a water pipeline and the right of ingress and egress for the purpose of repairing and maintaining same over a ten foot strip of land being five feet on either side of said water pipeline as it presently exists.

2. **PURCHASE PRICE:** The purchase price for said real property is the sum of Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00), of which the Buyers have paid unto the Seller the sum of \$700.00, receipt of which is hereby acknowledged by the Seller, and the balance of \$7,800.00 shall be paid in monthly installments of \$100.00 or more, commencing on the 1st day of May, 1973, with a like installment due on the 1st day of each month thereafter until the balance of the purchase price, together with interest is paid in full. In addition to said monthly installments Buyers shall pay the sum of \$2,500.00 to Seller on or before October 1, 1973.

All payments shall include interest on the unpaid balance owed from the 1st day of April, 1973 at the rate of six and one-half percent (6-1/2%) per annum 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.

All payments under this Contract shall be made to the Seller's order at the Washington State Bank, 640 E Street, Washougal, Washington, or at such other place as the Seller shall in writing direct.

3. **POSSESSION:** It is understood and agreed that possession to said premises is to be delivered to Buyers on the 1st day of April, 1973.

4. **TAXES:** The 1973 real estate taxes shall be pro rated between Buyers and Seller as of April 1, 1973.

5. **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 make or permit no unlawful, offensive or improper use of said premises or any part thereof; 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 Seller in and to said property; not to cut or destroy any



## Real Estate Contract

-2-

fruit or shade trees growing upon said premises without the written consent of the Seller.

3. **SELLER'S COVENANTS:** The Seller agrees 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 Seller 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 Seller and shall not include any taxes or assessments which may have become a lien after the date of this Contract.

7. **ASSIGNMENT:** It is agreed that no assignment of this Contract nor any contract to assign this Contract and no contract whereby the title or possession of the above described real estate shall be transferred, shall be valid unless the same shall be consented to by the Seller in writing, and any attempted assignment, contract to assign, or contract to transfer the title or possession of said premises, by the Buyers, shall be void unless consented to as above provided.

8. **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 Seller 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 Seller 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 Seller's 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 Seller without further action on the part of the Seller 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 Seller under this Contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Seller 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 Seller for the Buyers' failure to complete this Contract.

9. **COURT COSTS AND ATTORNEYS' FEES:** In any action by the Seller to procure an adjudication of the termination of buyers' rights under this Contract or to recover any intermediate installments or any advances repayable to Seller, or in any action to recover the unpaid balance on this Contract or to enforce any other rights of Seller hereunder, Buyers agree to pay Seller the expenses incurred in searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fees.

10. **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 Seller unless expressly contained herein.

10. **WAIVER:** No assent, expressed or implied, by Seller 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.

Real Estate Contract

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 2nd day of March, 1973.

John R. Carroll

Seller

Ryan R. Hradek

Patricia L. Hradek

Buyers

STATE OF WASHINGTON )

COUNTY OF CLARK )

SSC.

On this day personally appeared before me JOHN R. CARROLL, to me known to be the individual described in, and who executed the within and 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of March, 1973.

Robert W. Carroll  
Notary Public in and for the State of  
Washington, Residing at Camas.

1826

TRANSACTION EXCISE TAX

MAR 28 1973

Amount Paid \$5.00  
Richard O'Connell  
Shamania County Treasurer  
By Elizabeth Hradek

