

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between W. J. SPOTH and WILMA E. SPOTH, husband and wife, hereinafter referred to as "Seller", and CLARK S. THOMPSON and LOIS M. THOMPSON, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements herein-after provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situate in the County of Skamania, State of Washington;

The South half of the Southeast Quarter of the Southeast Quarter of Section Twenty-seven (27), Township Two (2) North, Range 6 East of the Willamette Meridian. EXCEPTING the following described tract of land: Beginning at the Southeast corner of the said Section 27; thence West 16 rods and 20 links; thence North 12° East 16 rods; thence East to the East line of the said Section 27; thence South to the place of beginning.

AND AS CONDITIONS OF THIS CONTRACT THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase price is the sum of Ten thousand five hundred dollars (\$10,500.00) of which Purchaser has paid to Seller the sum of Two thousand dollars (\$2,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$8500.00 shall be due and payable in monthly installments of Sixty-two dollars (\$62.00), or more at Purchaser's option. The unpaid balances of the purchase price shall bear interest from month to month from May 1, 1958, at six percent (6%) per annum, and the aforesaid monthly installments shall be first applied in payment of said interest and the balance of the same shall be credited to the principal. The monthly payments above provided shall commence on the 1st day of June, 1958, and shall continue on the same day of each month thereafter until the entire balance of the purchase price and interest is paid in full. The monthly payments above provided shall be made to the Camas Branch, National Bank of Commerce of Seattle, for Seller's account, or to such other agency for collection as Seller shall hereafter designate.

2. ASSIGNMENT: Purchaser covenants that he will not assign, transfer, sell, encumber, contract to sell or assign, transfer the possession of said property, or in any manner alienate his interest in this contract or the property covered thereby, in whole or in part, except with the written consent of the Seller. Any such purported alienation as aforesaid shall render this contract subject to forfeiture at the election of Seller.

3. TAXES AND INSURANCE: Seller warrants that the real property taxes levied on the property are paid through the year 1957, and it is agreed that such taxes for the year 1958 shall be prorated between the parties to May 1, 1958. Purchaser covenants to seasonably pay all real property taxes and other governmental assessments hereafter levied on the property, and further agrees to keep the dwelling on the premises continually insured against fire in a company authorized to conduct insurance business in the State of Washington in an amount not less than the unpaid balance of this contract, with proceeds of said insurance payable to the parties as their interest shall appear. The aforesaid policy of insurance and any renewals of the same shall be delivered to Seller. In the event of any such loss or damage and the payment of insurance proceeds to Seller, then the sum so received by Seller shall be credited upon the unpaid balance of this contract.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the premises on May 1, 1958, and thereafter during such times as this contract shall not be in default, except that Seller reserves the right, in person or through his agent, to enter upon the premises at reasonable times to inspect and determine that this contract is being performed. Purchaser covenants to use the premises in a lawful manner, to commit no waste, to maintain the premises in a clean and sanitary condition and all improvements and buildings thereon in a good state of repair, and Purchaser particularly covenants to cut no green timber thereon except with Seller's prior written consent. Purchaser further covenants to seasonably pay all charges incurred by him concerning the property for improvements, repairs, insurance, utilities, taxes or otherwise, to the end that the same shall not attach as liens on the property. In event Purchaser shall fail or neglect to make any such payment for taxes, insurance, repairs, utilities, improvements, or other charges to the premises that may become a lien thereon, then Seller may, at his election, make any such payments and the amount so paid shall be repayable by Purchaser on demand, or Seller may, at his option, add the amount thereof to the unpaid balance of this contract.

It is understood that the property is subject to a mortgage to G. E. Locke and Bertha P. Locke, husband and wife, in the original amount of \$3,000.00. Seller covenants to make all payments required by said mortgage to the end that the premises shall be conveyed upon the performance of this contract free and clear of said mortgage. If Purchaser shall be required to make any payments upon said mortgage to protect their interest in the property, then any such payments made by Purchaser shall be credited upon the monthly installments next coming due on this contract.

Seller covenants upon the complete performance of this contract to deliver to Purchaser a Warranty Deed conveying the property as hereinbefore described to Purchaser, free and clear of all liens or encumbrances as of the date of this contract, but Seller shall not warrant against any liens or encumbrances created or suffered to be created by Purchaser subsequent to the date of this contract. It is agreed that Seller has furnished to Purchaser a Purchaser's policy of title insurance insuring the title to said premises, and which policy constitutes Seller's sole duty to furnish title insurance or abstract of title.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of 15 days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of such action shall not constitute an election not to proceed otherwise as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any terms of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this con-

tract may be made by registered or classified United States mail, addressed to the mailing address of the premises, or to such other address as Purchaser may designate in writing.

16th IN WITNESS WHEREOF, the parties have executed this instrument this day of April, 1958.

W. J. Spoth
W. J. Spoth

Wilma E. Spoth
Wilma E. Spoth

SELLER

Clark S. Thompson
Clark S. Thompson

Lois M. Thompson
Lois M. Thompson

PURCHASER

STATE OF OHIO

COUNTY OF Cuyahoga

ss

On this day personally appeared before me W. J. SPOTH and WILMA E. SPOTH, 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.

GIVEN under my hand and official seal this 21 day of April, 1958.

No.

2427

TRANSACTION EXCISE TAX

1958

Amount Paid \$105.00

Michael J. Giller
Skamania County Treasurer

By Michael M. O'Donnell
Deputy

John J. Carey
Notary Public in and for the State of Ohio;
Residing at 12912 Detroit Ave

My Commission expires:

JOHN J. CAREY, Notary Public
My Commission Expires June 4, 1959 1960

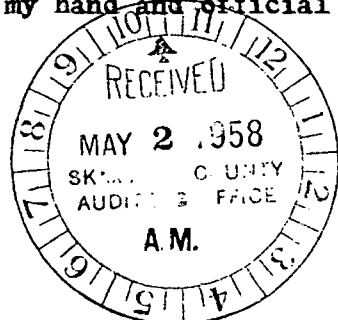
STATE OF WASHINGTON

COUNTY OF CLARK

ss

On this day personally appeared before me Clark S. THOMPSON and LOIS M. THOMPSON, 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.

GIVEN under my hand and official seal this 16th day of April, 1958.



Clark S. Thompson
Notary Public in and for the State of Washington;
Residing at Camas, therein.