

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between LEROY HYLTON and ESTHER G. HYLTON, husband and wife, hereinafter referred to as "Seller", and WILLIAM A. HILL AND BESSIE L. HILL, 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 hereinafter 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:

That portion of the Northwest quarter of Section Thirty-two (32), Township two (2) North, Range 5 East of the Willamette Meridian lying on the Northwestern side of the Shields-Skye County Road, containing 100 acres, more or less.

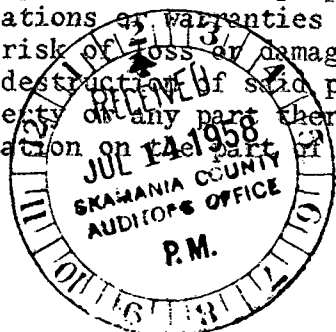
AND AS CONDITIONS OF THIS CONTRACT THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase price is the sum of Eight thousand five hundred dollars (\$8,500.00) of which Purchaser has paid to Seller the sum of One thousand dollars (\$1,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$7,500.00 shall be due and payable in monthly installments of Seventy dollars (\$70.00), or more at Purchaser's option. The unpaid balances of the purchase price shall bear interest from month to month at the rate of 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 on the principal. The monthly payments above provided shall commence on the 15th day of August, 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.

2. ASSIGNMENT: Purchaser covenants that he will not assign, transfer, sell, encumber or in any manner alienate his interest in this contract or the property covered thereby either in whole or in part, without the written consent of the Seller.

3. INSURANCE AND TAXES: Seller warrants that the real property taxes levied upon the property are paid through the year 1957, and such taxes for the calendar year 1958 shall be prorated between the parties to the date of this contract. Purchaser covenants to seasonably pay all real property taxes and other governmental assessments of every kind and nature hereafter levied on the property, and agrees to keep the improvements on said property continually insured against fire to the full insurable value thereof, 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, and any unearned premiums on the existing insurance shall be reimbursed to Seller by Purchaser. It is particularly understood that in event of such loss and the payment of insurance proceeds to Seller, that any amounts so paid shall be credited on 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 any part of the Seller.



JEFFERSON D. MILLER  
ATTORNEY-AT-LAW  
CAMAS, WASHINGTON

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the premises upon the execution and delivery of this contract, and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that the contract is being performed. Purchaser covenants to use the premises in a lawful manner, to commit no waste and to keep the premises and improvements thereon in a clean and sanitary condition and in a good state of repair, and covenants to perform no material alterations to the premises or the improvements thereon except with Seller's consent. Purchaser further covenants to seasonably pay all charges to said premises for repairs, improvements, utilities and otherwise to the end that the same shall not become liens on the premises. In event Purchaser shall fail or neglect to make any such payments for taxes, insurance, repairs, utilities, or otherwise, as hereinbefore provided to be paid by Purchaser, 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.

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. Seller further agrees that when Purchaser has paid the sum of \$3,000.00 upon the principal balance of this contract, to furnish a Purchaser's policy of title insurance insuring the title to said premises as hereinbargained to be conveyed, and which policy when furnished shall constitute 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 any such action shall not constitute an election of remedy 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 term 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 of forfeiture of this contract 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.

IN WITNESS WHEREOF, the parties have executed this instrument this 11th day of July, 1958.

Leroy Hylton  
Leroy Hylton  
Esther G. Hylton  
Esther G. Hylton

William A. Hill  
William A. Hill  
Bessie L. Hill  
Bessie L. Hill

S E L L E R

No. 2504  
**TRANSACTION EXCISE TAX**

P U R C H A S E R

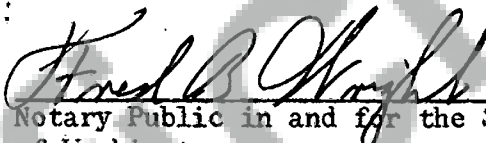
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Hylton-Hill  
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JUL 14 1958  
Amount Paid \$85.00  
Name J. Jeter  
Skamania County Treasurer  
By Beverly J. Hilling, Dep.

STATE OF WASHINGTON     )  
                                  ) ss  
COUNTY OF CLARK        )

On this day personally appeared before me LEROY HYLTON, ESTHER G. HYLTON, WILLIAM A. HILL and BESSIE L. HILL, 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 11<sup>th</sup> day of July, 1958.

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