

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between JOHN MADDEN, who acquired the below described property while unmarried, and MYRNO A. MADDEN and OLIVE E. MADDEN, husband and wife, said parties being hereinafter referred to as "Seller", and ELMER F. McDANIELS, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

WHEREAS, the above named John Madden is the owner of Lots Fifty-three (53) and Fifty-four (54) more particularly described below, and the undersigned Myrno A. Madden and Olive E. Madden being the owners of the below described Lot Fifty-two (52), and the parties herein desiring to enter into this executory contract for the purchase and sale of said property pursuant to this agreement,

NOW THEREFORE, 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:

Lots Fifty-two (52), Fifty-three (53) and Fifty-four (54), of WASHOUGAL RIVERSIDE TRACTS, in Section Thirty-one (31), Township Two (2) North, Range 5 East of the Willamette Meridian, all according to the duly recorded plat thereof.

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

1. CONSIDERATION AND PAYMENT: The total purchase price for all the real property above described is the sum of Two thousand two hundred dollars (\$2,200.00) of which Purchaser has paid to Seller One hundred dollars (\$100.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$2,100.00 shall be due and payable as follows: The further sum of \$400.00 on or before August 1, 1958, and upon delivery of proof of title as hereinafter provided. The balance of such purchase price shall be due and payable in semi-annual installments of Two hundred fifty dollars (\$250.00), or more at Purchaser's option. The unpaid balances of the purchase price from time to time shall bear interest from August 1, 1958, at five percent (5%) per annum, and the payments aforesaid shall be first applied in payment of said interest and the balance of the same shall be credited to the principal. The semi-annual payments aforesaid shall commence on the 1st day of February, 1959, and shall continue on the first day of each August and February thereafter until the entire purchase price and interest is paid in full. The payments herein provided shall be made to The Bank of Washougal, Washougal, Washington, for the account of Seller, and the expense of establishing said escrow shall be borne equally by the parties.

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. TAXES: Seller warrants that the real property taxes levied upon the property are paid through the year 1957, and the parties agree that 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 prior to the due date of the same.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that

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



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 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 further covenants to use the premises in a lawful manner, to commit no waste thereon and agrees to maintain said premises in a clean, safe and sanitary condition. Purchaser further covenants to seasonably pay all charges incurred by him concerning his use and occupation of said premises, including repairs, improvements, utilities, and otherwise, all to the end that such charges shall not attach as liens to the premises. In event Purchaser shall fail or neglect to make any such payments for taxes, repairs, utilities, improvements, or otherwise, as hereinbefore provided to be made 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 and each of them covenant upon the complete performance of this contract to deliver to Purchaser the necessary Warranty Deeds conveying the property as hereinabove described to Purchaser, free and clear of all liens or encumbrances existing as of the date of this contract, but Seller shall not warrant against any such liens or encumbrances created or suffered to be created by Purchaser subsequent to the date of this contract. Seller further agrees prior to August 1, 1958, to furnish to Purchaser at Seller's expense a Purchaser's policy of title insurance insuring the title to the premises as herein bargained to be conveyed, and which policy when issued and delivered shall constitute Seller's sole duty to furnish title insurance or abstract of title. The procurement of such policy of title insurance as aforesaid showing insurable title to said premises in Seller is a condition of this contract, and Purchaser's obligation to make further payments hereon is conditioned thereby. In event Seller's title to the premises shall not be insurable as aforesaid, then Purchaser may, at his election, rescind this contract and whereupon all moneys theretofore paid by Purchaser to Seller shall be refunded to him. Purchaser may, at his option, waive any such defects in title, and any such liens or encumbrances may be paid from the sums due Seller by Purchaser as provided herein.

It is agreed that this contract together with the necessary deeds of conveyance will be deposited at the Bank of Washougal, Washougal, Washington, in escrow, and all parties agree to execute the necessary documents to establish the same.

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 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 or 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. The mailing address of Purchaser for said purposes is Route 2, Box 277, Washougal, Washington.

Washougal, Washington.
IN WITNESS WHEREOF, the parties have executed this instrument this 21
day of May, 1958.

Myrno A. Madden
Myrno A. Madden

Myrno A. Madden

Elmer F. McDaniels
Elmer F. McDaniels

Elmer F. McDaniels

Olive E. Madden
Olive E. Madden

Olive E. Madden

John Madden
John Madden

John Madden

P U R C H A S E R

No. 2516

SELLER

TRANSACTION EXCISE TAX

AUG 1958

STATE OF WASHINGTON)

SS

COUNTY OF CLARK

Amount Paid \$22.00

Mark J. Geter

Skamania County Treasurer

By Beverly J. Hillier, Dep.

On this day personally appeared before me MYRNO A. MADDEN, OLIVE E. MADDEN and ELMER F. McDANIELS, 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 27 day of May, 1958.

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

STATE OF Michigan)
COUNTY OF black) SS

On this day personally appeared before me JOHN MADDEN, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9 day of May, 1958.

Notary Public in and for the State
of ~~Oregon~~ Washington
Residing at CAMAS

My Commission expires:

July 19, 1958