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REAL ESTATE CONTRACT

THIS AGREEMENT, made this 25th day of April, 1959, between ANDREW M. CARROLL and VERA I. CARROLL, husband and wife, hereinafter termed the Seller, and IVAN G. BAILEY and CORA L. BAILEY, husband and wife, hereinafter termed the Purchaser,

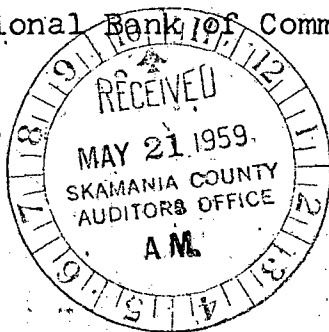
W I T N E S S E T H :

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the Seller hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to buy from the Seller the following described real property, situate in the County of Skamania, State of Washington, to-wit:

Beginning at a point 3042.9 feet east and 293 feet north of the southwest corner of Section 1, Township 1 North, Range 5, east, W. M., running thence north 234.3 feet to the south boundary of the North Bank Highway; thence along said south boundary of said highway north 53° 20' east 417 feet; thence south 297.7 feet to the north boundary of the S.P. & S. railway right of way; thence south 65° 16' west along said north boundary of said right of way 386.4 feet to the point of beginning, all in the Southwest Quarter of Southeast Quarter of Section 1, Township 1 North, Range 5, east, W. M.

The purchase price is the sum of \$4000.00 payable at the rate of \$75.00 or more per month, including interest at 6% per annum on deferred balances, commencing May 21, 1959, and continuing on the 21st of each and every month thereafter until principal and interest have been paid in full, except that no payments shall be required during the months of January, February and March of any year; commencing with January, February and March of 1960, provided, however, there shall be no moratorium on interest.

It is understood and agreed that a copy of this contract, together with a good and sufficient warranty deed, will be deposited in escrow with The National Bank of Commerce of Seattle, White Salmon



No. 2758
TRANSACTION EXCISE TAX

MAY 21 1959
Amount Paid \$4.00
M. J. J. J.
Skamania County Treasurer
By Penelope J. Milling Dep.

Branch, upon the usual form of escrow instructions.

The Purchaser shall be entitled to immediate possession of said premises, The said Purchaser agrees 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 keep the buildings on the premises constantly insured in companies selected by the Seller against loss or damage by fire to the full insurable value, with loss payable to mortgagee, if any, Seller and Purchaser as their respective interests may appear, all policies on the buildings to be delivered to the Seller; to take the property covered hereby in the condition and as it stands at the date of this contract and to pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of the improvements thereon by fire or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to keep the said premises at all times in as good condition as same now are; to permit the Seller or agent to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before same shall become delinquent all taxes, assessments, liens and encumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said premises or which may have been assumed by the Purchaser in this contract and agrees not to permit or suffer any part of said premises to become subject to any assessments, liens, charges or encumbrances whatsoever having or taking precedence over the rights of the Seller in and to said property; to make no alterations on nor remove any of the buildings or other improvements nor injure or destroy any shade trees on the premises without the written consent of the Seller nor permit any waste, destruction or damage on the premises.

Should the Purchaser fail or neglect or refuse to pay any

taxes, assessments or any other lawful charge against said property, the Seller may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Purchaser to the Seller with interest thereon from each respective date of advancement until paid at the rate of 10 per cent per annum, payable semi-annually.

The Seller agrees that when the Purchaser 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 Purchaser 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 on his part to be kept and performed and on the surrender of the Purchaser's copy of this contract, to make, execute and deliver to the Purchaser or assigns a good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of this date of all encumbrances whatsoever except any mortgage or other encumbrance which the Purchaser has in this contract or at any subsequent date, specifically agreed to assume and pay, it being understood 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 becoming a lien after the date of this contract.

Time is of the essence of this contract and in the event that the Purchaser shall fail to make any payment or to perform any condition under this contract, the Seller may serve notice of forfeiture by delivering said notice to the Purchaser or by mailing same by registered mail to his last known address or the address below given. In the further event that the Purchaser shall fail to make payment of any sums due hereunder together with attorney's fee for

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the preparation of said notice and the expense of serving the same within 30 days from delivery of such notice, then and in those events said notice shall become absolute and this contract shall become null and void, and the Purchaser shall immediately and peacefully surrender possession of all property described herein, and all rights of the Purchaser under this contract and to the property described therein shall immediately cease and determine and the title to said property shall revert to and revest in the Seller without further action on the part of the Seller and without any right of the Purchaser 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 as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and as the liquidated damages to the Seller for the Purchaser's failure to complete this contract.

It is agreed that no assignment of this contract shall be valid unless the same shall be made in proper legal manner endorsed thereon and attached to each copy of this contract and countersigned by the Seller, and that any such assignment or attempted assignment without complying with this term of the contract shall be null and void and of no legal force and effect.

It is agreed that in any suit or action based upon this contract, or to forfeit same, the prevailing party may recover reasonable attorney's fees against the other party.

This agreement shall be binding upon and shall inure to the benefit of the legal representatives and assigns of the parties

hereto.

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed in triplicate the day and year first above written.

Ivan G. Bailey
Purchaser

Andrew M. Carroll
Seller

Cora L. Bailey
Purchaser

Verna I. Carroll
Seller

Address: Route 2, Box 396
Washougal, Washington

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me ANDREW M. CARROLL and VERNA I. CARROLL, 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 official seal this 30th day of April, 1959.

Margaret S. Henningsen
Notary Public for Washington
residing at White Salmon
therein.

STATE OF WASHINGTON)
County of Skamania

On this day personally appeared before me IVAN G. BAILEY and CORA L. BAILEY, 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 official seal this 25th day of April, 1959.

Dena B. Corner
Notary Public for Washington
residing at N. Bonneville
therein.