

GARVER & GARVER
ATTORNEYS AT LAW
CAMAS, WASHINGTON

THIS AGREEMENT, Made and entered into this 14th day of April, 1960

between GEORGE DeGROOTE and Ruth DeGROOTE, husband and wife, 469 - 6th Street, San Francisco, California

hereinafter called the "seller," and HAROLD PARSON and RUTH ESTHER PARSON, husband and wife, Route 2, Box 308, Washougal, Washington

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit:

That portion of the following described property ly North and West of the Cape Horn - Mt. Pleasant Skamania County Road, to-wit:

The Northwest quarter of the Northwest quarter of Section 10 also the Southwest quarter of the Southwest quarter of Section 3 all located in Township 1 North of Range 5 East W.M. containing ten acres more or less.

Subject to all reservations and easements of records as of this date.

Also to include the right to maintain and use and an easement for right of way for pipeline or other means of carrying the water from the spring located upon the property now being purchased by the sellers, it being the intention that the buyers acquire a definite and irrevocable right and interest in said spring for the use of the water therefrom for ordinary domestic purposes.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of TWO THOUSAND FIVE HUNDRED & NO/100 Dollars (\$ 2500.00) of which the sum of FIFTY & NO/100 Dollars (\$ 50.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of TWO THOUSAND FOUR HUNDRED FIFTY & NO/100 Dollars (\$ 2450.00) shall be paid as follows: \$25.00 per month or more including interest thereon at the rate of six per cent per annum. The first payment shall be due and paid on July 1, 1960 and a like payment on the 1st day of each and every month thereafter.



No. 3061

TRANSACTION EXCISE TAX

MAY 13 1960

Amount Paid \$ 25.00

Mrs. O. O. O. O.

Skamania County Treasurer

By Beverly J. Willing, Sec.

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

THE SELLER AGREES:

- 1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;
- 2. On full payment of the purchase price in the manner hereinbefore specified; to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

- 1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of six per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;
- 2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified; or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments, made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,
COUNTY OF CLARK

George DeGroote (SEAL)
Harold Parson (SEAL)
Ruth Esther Parson (SEAL)

On this day personally appeared before me George DeGroote and DeGroote husband and wife, and Harold Parson and Ruth Esther Parson, husband and wife, 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 14th day of April, 1960

[Signature]
Notary Public in and for the State of Washington,
residing at Camas, Washington

57007

REAL ESTATE CONTRACT
(INDIVIDUAL)

George DeGroote et al
to
Harold Parson et al

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Harold Parson
OF *Camas, Idaho*
AT 2:30 P.M. on *April 16, 1960*
WAS RECORDED IN BOOK *47*
OF *Page 195*
RECORDS OF SKAMANIA COUNTY, WASH.
BY *Pauline O'Neal* COUNTY AUDITOR
DEPUTY

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| REGISTERED | 5 |
| INDEXED | DIR. 5 |
| INDIRECT | 5 |
| RECORDED | |
| COMPARED | |
| MAILED | |