

THIS AGREEMENT made this 29<sup>th</sup> day of July, 1960, between MOLLIE M. MILLER, a widow, hereinafter called " Seller " and RICHARD E. GRAMS and HELEN D. GRAMS, husband and wife, of 4518 N. E. 22nd Avenue, Vancouver, Washington, hereinafter called " Buyers ",

WITNESSETH:

I

PREMISES SOLD: That in consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Seller agrees to sell to the Buyers and the Buyers agree to purchase from the Seller, the following described real estate situate in Skamania County, Washington, to-wit:

Government Lots One (1) and Two (2) of Section Twenty (20), Township One (1) North, Range Five (5) East of the Willamette Meridian;

EXCEPT the West 390 feet of the said Government Lot One (1); and EXCEPT right of way for Primary State Highway No. 8 and EXCEPT right of way acquired by the Spokane, Portland & Seattle Railway Company;

EXCEPT that portion of above described land lying North of Primary State Highway No. 8, and EXCEPT the following described tract of land:

Beginning at a point 708.6 feet East of the Northwest corner of the said Section Twenty (20); thence South 142.4 feet; thence South 84°30' West 162 feet; thence North 73.45 feet more or less to the Southerly right of way line of Primary State Highway No. 8; thence Northeasterly along the Southerly right of way line of said highway to the point of beginning; together with an easement for a water pipeline as more particularly described in deed to W. C. McCall dated September 9, 1948, and recorded April 14, 1949, at Page 338 of Book 32 of Deeds, Records of Skamania County, Washington.

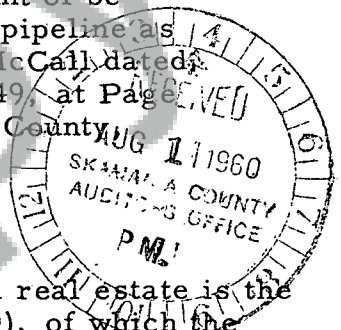
II

PURCHASE PRICE: The purchase price for said real estate is the sum of Sixteen Thousand and no/100 Dollars (\$16,000.00), of which the Buyers have this day paid the sum of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), receipt of which is hereby acknowledged by the Seller. The balance of Thirteen Thousand Five Hundred and no/100 Dollars (\$13,500.00) shall be paid in monthly installments as follows: \$100.00 or more on or before the 1st day of September, 1960, and \$100.00 or more on the 1st day of each month thereafter until the full balance of principal and interest has been paid.

All payments shall include interest on the unpaid balance from time to time at the rate of six (6%) per cent per annum computed from the date possession is given to Buyers until said balance of principal and interest has been paid in full. Buyers reserve the right to pay the balance on this Contract in full at any time without penalty. All payments under this Contract shall be made to the Seller at "CAMAS, WASHINGTON", or at such other place as the Seller may from time to time in writing direct.

III

POSSESSION: Buyers shall be entitled to possession to said premises on or before the 1st day of August, 1960.



IV

PREPAID TAXES AND FIRE INSURANCE: All prepaid taxes and fire insurance premiums shall be pro rated between Buyers and Seller as of the date possession of said premises is delivered to Buyers.

V

BUYERS' COVENANTS: Buyers covenant and agree as follows:

(a) To make the payments above mentioned in the manner and on the dates named.

(b) To keep the buildings on the premises constantly insured against loss by fire to the full insurable value with loss payable to Seller and Buyers as their respective interests may appear, and upon demand to deliver said policies to Seller.

(c) To keep the property covered by this Contract in the condition as it stands at the time of this Contract and to pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property or the improvement thereon by fire, or from any other cause.

(d) To make or permit no unlawful or offensive or improper use of said property or any part thereof.

(e) To keep the said property at all times in as good condition as the same now is.

(f) To permit the Seller or her agents to enter into or upon the said property at any reasonable time to inspect the same.

(g) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind, which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyers in this Contract.

(h) Not to permit or suffer any part of said property to become subject to any assessment, lien, charge or encumbrance whatsoever having or taking precedence over the rights of the Seller in and to the said property.

(i) Not to remove the buildings or other improvements, without the written consent of the Seller, nor to permit any waste, destruction or damage thereto.

VI

DEED AND TITLE INSURANCE: Seller agrees to execute and deliver to Buyers within thirty days after final payment on this Contract a Warranty Deed conveying said property to the Buyers free and clear from all encumbrances as of the date of the execution of this Contract, except those mentioned herein.

Seller is at this time procuring and delivering to Buyers a Purchaser's Policy of Title Insurance showing her title to be free and clear of all encumbrances except those mentioned herein. It is agreed that Seller shall have no obligation to give further proof of her title.

VII

ASSIGNMENT: It is agreed that no assignment or contract for assignment of this Contract and/or no contract by Buyers to sell the subject thereof shall be valid unless the same shall be consented to by the Seller in writing.

VIII

CONDEMNATION: The real estate contracted to be sold herein lies in two distinct levels, one of such levels being only slightly above the level of the Columbia River, while the higher level is atop Mt. Pleasant and nearly 650 feet above said river. There is a proposal to build a state highway on the lower level of said real estate, near the present location of the Spokane, Portland and Seattle Railway line. The parties agree that should the State Highway Department, within seven (7) years of the date of this Contract, acquire title or a right of way for such proposed highway on said lower level of the land contracted to be sold, either by condemnation or grant, then any condemnation award or any purchase price paid therefor shall be paid to and become the property of Seller, and Buyers shall have no right to share therein nor to credit on the purchase price for any amount so paid to Seller.

IX

WATER: Seller acquired a water right and easement located in Section Seventeen (17), Township One (1) North, Range Five (5) East of the Willamette Meridian, from the Federal Land Bank of Spokane by deed dated April 26, 1944, recorded March 15, 1945, at Page 321 of Book 30 records of Skamania County. As shown in the legal description in Paragraph I, a portion of said water right has been alienated by Seller. Seller represents that in the past and up to the present time, the water from said water right has been potable and has been sufficient in quantity for domestic use. However, Seller makes no representation or warranty as to the future quality or quantity of water to be acquired by Buyers under said water right.

X

FORFEITURE: Time is of the essence of this Contract and if the Buyers shall fail, refuse or neglect to pay either, or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this Contract null and void; and if the Buyers shall fail to make good such default within fifteen (15) days after the Seller shall have served a written Notice of Intention to Declare Contract Forfeited by delivering said notice to the Buyers or mailing same by registered mail to said Buyers at their last known address or the address given on this Contract, at the Seller's option, then and in that event all of the rights under this Contract shall immediately and utterly cease and determine and the property described herein shall revert to and revest in the Seller without further action on the part of the Seller and without any right of the Buyers 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 in full satisfaction of all claims as accrued and reasonable rent of said property from this date to the time of such forfeiture and as the liquidated damages to the Seller for the Buyers' failure to complete this Contract.

BOOK 47 and 371

XI

OTHER REMEDIES: As an alternative to declaring a forfeiture, for any such default, Seller may, at her election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Seller may, in the event to such default, at her election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

It is agreed that any 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.

XII

COURT COSTS AND ATTORNEYS' FEES: In any action by the Seller to procure an adjudication of the termination of Buyers' rights under this Contract or to recover any intermediate installments or any advances repayable to Seller, or in any action to recover the unpaid balance on this Contract or to enforce any other rights of Sellers hereunder, Buyers agree to pay the expenses of searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fees.

XIII

REPRESENTATIONS: Buyers have inspected the property sold herein and have found the same to be to their satisfaction, and they agree that no promises, representations, statements or warranties, expressed or implied, shall be binding on the Seller unless expressly contained herein. Buyers expressly acknowledge that they have placed no reliance whatever upon any representations not expressed in this Contract.

XIV

WAIVER: No assent, expressed or implied, by Seller to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

XV

PARTIES: This Contract shall be binding on, and shall inure to the benefit of, the parties hereto, and their respective heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 29<sup>th</sup> day of July, 1960.

Mollie M. Miller.

Seller

Richard E. Grant

Helen D. Grant

Buyers

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

On this day personally appeared before me MOLLIE  
M. MILLER, a widow, to me known to be the individual described in  
and who executed the within and foregoing instrument, and acknowledged  
that she signed the same as her free and voluntary act and deed, for the  
uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal this 29<sup>th</sup> day of July, 1960.

No. 3140  
TRANSACTION EXCISE TAX Notary Public in and for the State of  
Washington, residing at Camas.  
AUG 1 1960  
Amount Paid 160.00  
Michael O'Donnell  
Skamania County Treasurer  
By