

REAL ESTATE CONTRACT

THIS AGREEMENT made this day between RUSSELL C. DUNBAR and CAROL DUNBAR, husband and wife, hereinafter called "Sellers", and HANS EDGAR ROEHL, a single man, of Washougal, Washington, hereinafter called "Buyer", WITNESSETH:

## I

**PREMISES SOLD:** That the Sellers will sell to the Buyer, his heirs, and assigns, and Buyer will buy of the Sellers, their heirs, executors, administrators or assigns, the following described real property situate in Skamania County, Washington, with appurtenances thereunto belonging, on the following terms and conditions:

Lots One (1), Two (2), Three (3) and Four (4) in the Washougal Summer Home Tracts, in the Southwest Quarter of the Southeast Quarter of Section Thirty-One (31), Township Two (2) North, Range Five (5) East of the Willamette Meridian, according to the duly recorded plat thereof.

## II

**PURCHASE PRICE:** The purchase price of this real property is the sum of Nine Thousand and no/100 Dollars (\$9,000.00), of which the Buyer has paid unto the Sellers the sum of Two Thousand Two Hundred and no/100 Dollars (\$2,200.00), receipt of which is hereby acknowledged by the Sellers, and the balance shall be paid as follows:

## III

**PAYMENTS:** The Buyer agrees to pay unto the Sellers the remainder of the purchase price in the sum of Six Thousand Eight Hundred and no/100 Dollars (\$6,800.00), with interest thereon from August 15, 1960, at the rate of seven (7%) per cent per annum on the unpaid balance, in monthly installments of \$73.00 or more, which installments shall include interest. Said installments shall commence on the 15th day of September, 1960, and shall be due and payable on the 15th day of each and every month thereafter until the balance of the purchase price, including the interest thereon, is paid in full.

Buyers reserve the right to pay the balance due on this Contract in full at any time without penalty.

All payments under this Contract shall be made to the Sellers at such place as the Sellers shall in writing direct.

## IV

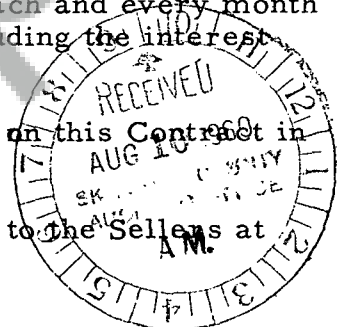
**POSSESSION:** It is understood and agreed that possession of said premises is to be delivered to Buyer on the 15th day of August, 1960.

## V

**PREPAID TAXES AND FIRE INSURANCE:** The 1960 real estate taxes and any prepaid fire insurance shall be pro rated between Buyer and Sellers as of the date of possession.

## VI

**ADVANCES:** It is understood and agreed that in the event the Buyer shall fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the Sellers may pay same



Real Estate Contract:

- 2 -

and such sums as may be so paid shall be secured by this Contract and the said sums shall be repaid by the Buyer to the Sellers with interest thereon from each respective date of advancement until paid at the rate of eight (8%) per cent per annum payable to the Sellers semi-annually.

## VII

**BUYER'S COVENANTS:** The said Buyer 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 Sellers against loss or damage by fire in a sum of not less than \$6,800.00, with loss payable to Sellers and Buyer as their respective interests may appear, all policies on the buildings to be delivered to the Sellers, if requested, who may retain same until the balance of the purchase price is paid in full; to take the property hereby in the condition as it stands as of August 15, 1960, and to pay the consideration agreed upon, regardless of any loss, destruction or damage to any of the improvements thereon by fire, condemnation proceedings 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 are now; to permit the Sellers, or their agents, to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Sellers in and to said property; to make no alterations which would materially effect the general structure of the premises sold herein nor remove any of said fixtures from said buildings without the written consent of the Sellers; not to cut or destroy any fir, fruit or shade trees growing upon said premises without the written consent of the Sellers.

## VIII

**SELLERS' COVENANTS:** The Sellers agree that when the Buyer 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 Sellers to or for the benefit of the Buyer 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, to make, execute and deliver to the Buyer or assigns a good and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances, except those of record mentioned herein, and it is understood that the warranties of said deed shall, after the date of this Contract, apply only to the acts of the Sellers and shall not include any taxes or assessments which may have become a lien after the date of this Contract. Sellers further agree to furnish to Buyer a policy of title insurance insuring his legal title to said real estate as of the date of this Contract within thirty days from the date hereof, and upon delivery of such title policy, Sellers shall have no further obligations to insure Buyer's title.

## IX

**ASSIGNMENT:** It is agreed that no assignment of this Contract nor any contract to assign this Contract and no contract whereby the title or possession of the above described real estate shall be transferred, shall be valid unless the same shall be consented to by the Sellers in writing, and any attempted assignment, contract to assign, or contract to transfer the title or possession of said premises, by the Buyer, shall be void unless consented to as above provided.

Real Estate Contract:

- 3 -

## X

**FORFEITURE:** Time is of the essence of this Contract, and if the Buyer 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 Buyer to be performed, then the Sellers shall have the right to declare this Contract null and void; and if the Buyer shall fail to make good such default within fifteen (15) days after the Sellers shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Buyer or mailing same by registered mail to said Buyer at his last known address or to the address given on this Contract, at the Sellers' 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 Sellers, without further action on the part of the Sellers and without any right of the Buyer 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 Sellers under this Contract shall thereupon be forfeited without process of law and shall be retained by and belong to, the Sellers in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the Sellers for the Buyer's failure to complete this Contract.

## XI

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

## XII

**REPRESENTATIONS:** Buyer has inspected the property sold herein and has found the same to be to his satisfaction and he agrees that no promises, representations, statements or warranties, expressed or implied, shall be binding on the Sellers unless expressly contained herein.

## XIII

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

## XIV

**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 4<sup>th</sup> day of August, 1960.

Hans Edgar Roehl  
Buyer

Carol Drenbar  
Sellers

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF CLARK         )

On this day personally appeared before me RUSSELL C. DUNBAR and CAROL DUNBAR, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of August, 1960.

No. 3153  
TRANSACTION EXCISE TAX

AUG 10 1960

Amount Paid 90.00  
Michael O'Donnell  
Skamania County Treasurer  
By .....

Elise Forger  
Notary Public in and for the State  
of Washington, residing at Camas, Vancouver,