

REAL ESTATE CONTRACT

This contract is made and entered into by and between Irene M. Shields, 2323 S. W. Park Place, Portland, Oregon, hereinafter called "seller," and Berdean T. Grotepas, 503 N. W. 79th Street, Vancouver, Washington, hereinafter called "buyer."

It is mutually agreed as follows:

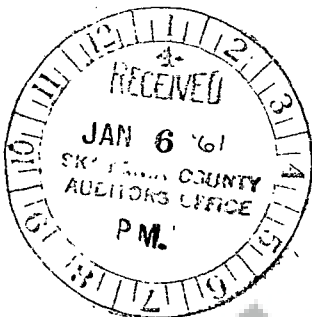
1. The seller agrees to sell to the buyer and the buyer agrees to purchase from the seller, all in accordance with the terms of this contract, the following described real estate situated in Skamania County, Washington, to-wit:

A tract of land located in the West Half of the Northwest Quarter ( $W\frac{1}{2}$  NW $\frac{1}{4}$ ) of Section 34, Township 2 North, Range 5 E. W. M., more particularly described as follows:

Beginning at a point on the South line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section 34 East 200 feet from the Southwest corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section; thence East along said South line 180 feet, more or less, to intersection with private road known and designated as King's Road; thence in a Northwesterly direction following said King's Road to intersection with the county road known and designated as the Washougal River Road; thence in a Westerly direction following the Washougal River Road to intersection with the West line of the said Section 34; thence South following the West line of the said Section 34 to the center of the channel of the Washougal River; thence in an Easterly direction following the center of the channel of the Washougal River to a point 200 feet East of the West line of the said Section 34; thence North parallel to the West line of the said Section 34 to the point of beginning.

## SUBJECT TO:

- a. A right of way 30 feet in width reserved by Maggie Hanlon for access to the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 33, Township 2 North, Range 5 E.W.M., by deed dated May 26, 1938, and recorded May 31, 1938, at page 91 of Book 27 of Deeds, Records of Skamania County, Washington.
- b. Reservations, conditions, and restrictive covenants affecting the real estate described above in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 34, Township 2 North, Range 5 E.W.M., set forth in deed dated June 6, 1938, and recorded June 24, 1939, at page 444 of Book 27 of Deeds and in deed dated January 29, 1945, and recorded February 26, 1945, at page 303 of Book 30 of Deeds, Records of Skamania County, Washington.
- c. Easements and rights of way for public roads, and for the private road known and designated as the King Road, over and across the real estate described above.



No. 3272  
TRANSACTION EXCISE TAX

JAN 6 1961

Amount Paid \$34.00

Meredith A. Danneberg

Skamania County Treasurer.

By Beverly J. Hilling, Sec.

2. The buyer promises to pay to the seller as the purchase price of the property described above the sum of Three Thousand (\$3,000.00) Dollars, to be paid as follows:

a. One Hundred (\$100.00) Dollars has heretofore been paid, and receipt thereof is acknowledged;

b. Four Hundred (\$400.00) Dollars is paid upon execution and delivery of this contract, and receipt thereof is acknowledged;

c. The balance of the purchase price, i.e., the sum of Twenty-five Hundred (\$2500.00) Dollars shall be paid in annual installments of Three Hundred (\$300.00) Dollars, or more, due and payable on December 15 of each year, beginning December 15, 1961, and continuing annually until the entire balance of the purchase price is paid.

d. The unpaid balance of the purchase price shall bear interest at the rate of five (5%) percent per annum from December 15, 1960. Interest accrued shall be due and payable annually on December 15 and shall be paid in addition to the installments required to be paid on the purchase price.

3. The buyer agrees to pay before delinquency all taxes and assessments of every kind or nature that may hereafter become a lien upon the real estate described above. Taxes for 1960 shall be pro-rated as of December 15, 1960.

4. The buyer shall be entitled to possession immediately. The buyer has inspected the real estate described above and the improvements thereon and accepts such property in its present condition and without reliance upon any representations whatsoever. The buyer assumes all hazards of damage to or destruction of any improvements now on such property or which may hereafter be placed thereon, and of the taking of such property or any part thereof for public use; and no such damage, destruction or taking shall constitute a failure of consideration on the part of the seller. The buyer shall not make any major alterations to the buildings on the real property described above without the prior written consent of the seller; and in the event improvements are made, the buyer

agrees that she will allow no liens for such alterations to accrue or attach to the real property.

5. The buyer shall, until full payment of the purchase price, keep all buildings on such real property insured against loss or damage by fire, with normal extended coverage, in some company acceptable to the seller and for the seller's benefit as her interest may appear, to the full insurable value of such buildings, and to pay all premiums therefor and to deliver all policies and renewals thereof and all receipts for payment of premiums to the seller.

6. The buyer agrees to keep all improvements on such real property in as good a state of repair as they are now in; and if improvements or alterations are made, to keep such improvements or alterations in a good and serviceable state of repair. The buyer agrees that she will allow no liens for repairs, or for any utilities served to or used upon the premises, or from any other cause, to accrue or attach to such real property.

7. Neither this contract nor any part thereof, nor any interest in the property covered by this contract, may be sold, mortgaged, pledged, assigned or transferred by the buyer, either voluntarily or by operation of law without the written consent of the seller; provided, however, that this contract shall be binding upon the heirs, legatees, executors and administrators of the parties hereto.

8. If the buyer shall fail to make when due any payment provided for herein, or if the buyer shall fail to comply with any other covenant, stipulation or agreement contained herein when due, the seller may make such payment as is necessary to fulfill the terms of this contract, and the amount so paid by the seller shall be deemed a part of the purchase price, shall be immediately due and payable, and shall bear interest at the rate of eight (8%) percent per annum until paid. It is further agreed that in the event the buyer fails to make any of the payments required by paragraph 2, above, upon the purchase price and interest at the time the same shall fall due, the delinquent payment shall bear interest at the rate of eight (8%) percent per annum until paid.

9. Time is the essence of this contract. In the event the buyer fails to make any payment provided for in this contract at the time the same shall fall due as herein provided, or within 30 days thereafter, or in the event the buyer fails to perform any other covenant or agreement contained in this contract when due or within ten days after notice of default in such performance, the seller may declare a forfeiture and cancellation of this contract, and thereupon all rights of the buyer under this contract shall end, and all payments theretofore made by the buyer shall be retained by the seller as liquidated damages. In the alternative, the seller may bring action on any intermediate overdue payment, or on any payment made by the seller and repayable by the buyer, and no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the seller of any default on the part of the buyer shall be construed as a waiver of any subsequent default.

10. In the event the seller brings suit or action to enforce forfeiture of this contract, or to collect any overdue payment provided for herein, or to enforce any other covenant, stipulation or agreement contained herein, the buyer agrees to pay the costs and expenses of such suit or action, including reasonable attorneys' fees to be fixed by the court in such suit or action.

11. The seller has ordered a preliminary title report from Skamania County Abstract & Title Company. It is agreed that a purchaser's policy of title insurance shall be obtained, based upon such title report, in the insuring amount of \$3,000.00, insuring the seller's title as of the date of this contract; and it is agreed that the entire cost of such title insurance and preliminary title report shall be paid by the buyer in addition to all other payments required herein. The seller agrees to pay promptly the real estate sales tax upon this contract. The seller further agrees that upon full compliance by the buyer with the terms of this contract, the seller will execute and deliver to the buyer a warranty deed to the real estate described above, subject to the exceptions noted above, warranting the seller's title as of the date of this contract, but not warranting

against any liens or encumbrances incurred or suffered subsequent to the date of this contract.

Dated this 14 day of December, 1960.

Irene M. Shields  
Irene M. Shields, Seller

Berdean T. Grotepas  
Berdean T. Grotepas, Buyer

STATE OF Oregon )  
County of MULT ) :ss

On this day before me personally appeared Irene M. Shields, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and notarial seal this 9 day of December, 1960.

[Signature]  
Notary Public in and for the state of Oregon, residing at \_\_\_\_\_  
My commission expires: May 8, 1962

STATE OF Washington )  
County of Clark ) :ss

On this day before me personally appeared Berdean T. Grotepas, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and notarial seal this 30 day of December, 1960.

[Signature]  
Notary Public in and for the state of Washington, residing at Vancouver  
My commission expires: \_\_\_\_\_