

# REAL ESTATE CONTRACT

THIS CONTRACT, made this 21st day of October, 1960, between DAN HUNSAKER and ENETH A. HUNSAKER, husband and wife, hereinafter called the Seller and SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO.1, a municipal corporation of the State of Washington, hereinafter called the Purchaser.

WITNESSETH: The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase of the Seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

That portion of the Southeast Quarter of the Southeast Quarter ( $SE\frac{1}{4}$   $SE\frac{1}{4}$ ) of Section 20, Township 3 North, Range 8 E. W. M., described as follows:

Beginning at a point 30 feet north and 30 feet east of the southwest corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 20; thence north 90 feet; thence east 50 feet; thence south 90 feet; thence west 50 feet to the point of beginning.

On the following terms and conditions: The purchase price is Fifteen Thousand and No/100 (\$15,000.00) Dollars, no part of which is paid herewith on the execution of this contract. The Purchaser agrees to pay the principal amount of Ten Thousand and No/100 (\$10,000.00) Dollars, and the Seller agrees to accept the same, in the form of warrants issued by Skamania County Fire Protection District No. 1 under a date not later than January 10, 1961, and bearing interest at the rate of  $1\frac{1}{2}$  per cent per annum, and the Purchaser hereby agrees and covenants to and with the Seller that the aforesaid warrants and the interest to become due thereon shall be paid and redeemed on or prior to May 1, 1961, or as soon thereafter as sufficient funds may be on hand and available for disbursement by the Treasurer of Skamania County, Washington. The Purchaser furthermore agrees to pay interest at the rate of  $1\frac{1}{2}$  per cent per annum on the aforesaid principal amount of \$10,000.00 from November 1, 1960, to and including the date on which the aforesaid warrants shall be issued. The Purchaser furthermore agrees to pay the remaining balance of the purchase price in the sum of Five Thousand and No/100 (\$5,000.00) Dollars, plus interest at the rate of 6 per cent per annum computed from November 1, 1960, in annual installments of Five Hundred and No/100 (\$500.00) Dollars, or more, commencing on May 1, 1962, and on the first day of May of each and every year thereafter until the full amount of the purchase price, together with interest, shall have been paid. The aforesaid interest



at the rate of 6 per cent per annum shall be computed upon the unpaid annual balances of the purchase price.

The Purchaser agrees: (1) to pay before delinquency all taxes and assessments which hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the Seller as owner, in an insurance company satisfactory to the Seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to Seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the Seller may pay such taxes and assessments, make such payments, and effect 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 10 per cent per annum until paid, without prejudice to other rights of Seller by reason of such failure.

The Seller agrees: (1) to remove from the premises at the first reasonable opportunity two under-ground oil storage tanks and further to remove from the premises all garage equipment, tools and apparatus now on the premises; provided, however, that the hot water heater as presently installed shall remain on the premises; (2) upon receiving full payment of the purchase price and interest in the manner above specified to execute and deliver to the Purchaser a warranty deed to the above described real property free and clear of incumbrances except such as may accrue hereafter through any person other than the Seller.

It is understood and agreed by and between the parties that a portion of the premises are now occupied by Arthur Schroth on a month to month tenancy and that all rent from and after November 1, 1960, shall be paid to the Purchaser.

It is further agreed by and between the parties: (1) that the Purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (2) that the Purchaser shall have possession of the real estate on November 1, 1960, and be entitled to retain possession so long as Purchaser is not in default in carrying out the terms hereof; (3) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the Purchaser, or its assigns, last known to the Seller; and (4) that all expenses incurred in the execution of this real estate contract, including expenses for excise tax, federal and state documentary stamps, conveyancing, title insurance, recording fees, escrow fees, and attorney's fees, shall be paid by the Purchaser.

The Purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the Seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the Seller may be required to expend in procuring such money, or at the election of the Seller, to the rebuilding or restoration of such improvements.

Time is of the essence hereof, and in the event the Purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare all of the Purchaser's rights hereunder terminated, and upon his doing so, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession of the property; and if the Seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchaser's rights hereunder, the Purchaser agrees to pay the expense of search-

ing the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

IN WITNESS WHEREOF the parties have signed and seal this contract the day and year first above written.

Dan Hunsaker (SEAL)  
Dan Hunsaker

Eneth A. Hunsaker (SEAL)  
Eneth A. Hunsaker

No. 3360

TRANSACTION EXCISE TAX

APR 24 1961

Amount Paid Exempt

Michael A. Hunsaker  
Skamania County Treasurer

By

BOARD OF COMMISSIONERS  
SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 1

Leslie A. Gordon  
Leslie A. Gordon  
Chairman

Gayle Rakestraw  
Gayle Rakestraw

Frank E. Wittenberg  
Frank E. Wittenberg

STATE OF WASHINGTON, )  
County of Skamania ) ss.

I, the undersigned, a notary public in and for the state of Washington hereby certify that on this 24th day of October, 1960, personally appeared before me DAN HUNSAKER and ENETH A. HUNSAKER, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Robert J. Salomon  
Notary Public in and for the state  
of Washington, residing at Stevenson.