

REAL ESTATE CONTRACT

THIS AGREEMENT made this day between PAUL H. MORTON and JEAN M. MORTON, husband and wife, hereinafter called "Sellers " and DONALD L. TAYLOR and DIANE J. TAYLOR, husband and wife, of Route 2, Box 429, Washougal, Washington, hereinafter called " Buyers",
WITNESSETH:

I

PREMISES SOLD: That the Sellers will sell to the Buyers, their heirs and assigns, and Buyers 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:

Commencing at the Southeast corner of the homestead heretofor set apart by order of Court for the use of Mrs. Catherine Haffey and her minor child, and running thence East along the South line of the real estate belonging to the estate of William Haffey, deceased, 80 rods and 16 links to the Southeast corner of said real estate belonging to said estate; thence North along the East line of said real estate belonging to said estate 39 rods 9 links; thence West $20^{\circ}30'80''$ rods 16 links to the East line of said homestead; thence South along the East line of said homestead 39 rods 9 links to place of beginning, containing 20 acres more or less, in Section Four (4), Township One (1) North, Range Five (5) East of the Willamette Meridian.

ALSO: Commencing at a point on the Northeast corner of a portion of land owned by Bernard A. Haffey (said post being on the East line of the real estate of the estate of William Haffey, deceased, 39 rods 9 links North of the Southeast corner of said estate), thence North along the East line of the estate of William Haffey, deceased, 15 rods 17 links; thence West parallel with the North line of the real estate owned by Bernard A. Haffey 80 rods 16 links; thence South 15 rods and 17 links to the Northwest corner of that portion of real estate owned by Bernard A. Haffey; thence East along the North line of that portion of real estate owned by Bernard A. Haffey 80 rods and 16 links to the place of beginning. Containing 8 acres more or less, in Section Four (4), Township One (1) North, Range Five (5) East of the Willamette Meridian.

SUBJECT TO THE ROAD RIGHT OF WAY FOR A ROAD OVER AND ACROSS THE SOUTHERLY PORTION OF THE ABOVE DESCRIBED PREMISES.

II

PURCHASE PRICE: The purchase price of this real property is the sum of Nine Thousand Five Hundred and no/100 Dollars (\$9,500.00), of which the Buyers have paid unto the Sellers the sum of \$650.00, receipt of which is hereby acknowledged by the Sellers, and the balance of Eight Thousand Eight Hundred Fifty and no/100 Dollars (\$8,850.00) shall be paid as follows: \$60.00 or more commencing October 1, 1962, with a like installment due on the 1st day of each month thereafter until the unpaid purchase price, together with interest owed thereon is paid in full.

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 August 15, 1962, until said balance of principal and interest has been paid in full.

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



Real Estate Contract:

Page Two.

III

POSSESSION: It is understood and agreed that possession to said premises is to be delivered to Buyers on the 15th day of August, 1962.

IV

ADVANCES: It is understood and agreed that in the event the Buyers shall fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the Sellers may pay same and such sums as may be so paid shall be secured by this Contract and the said sums shall be repaid by the Buyers 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.

V

BUYERS' COVENANTS: Buyers agree 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 personal property and 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 \$8,500.00, with loss payable to Sellers and Buyers 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, 1962, 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 affect 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 fruit or shade trees growing upon said premises without the written consent of the Sellers.

VI

SELLERS' COVENANTS: Sellers agree that when the Buyers 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 Buyers 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 Buyers 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 and agreed 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 Buyers a Purchaser's Policy of title insurance insuring their legal title to said real estate as of the date of this Contract within thirty (30) days from the date hereof.

Real Estate Contract:

Page Three.

VII

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 thereof, by the Buyers, shall be void unless consent to as above provided.

VIII

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 Sellers shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Buyers or mailing same by registered mail to said Buyers at their 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 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 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 Buyers' failure to complete this Contract.

IX

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

X

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 Sellers unless expressly contained herein.

XI

WAIVER: No assent, expressed or implied, by Sellers 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 13th day of August, 1962.

Paul H. Morton

Donald L. Taylor

Jean M. Morton

SELLERS

Diane J. Taylor

BUYERS

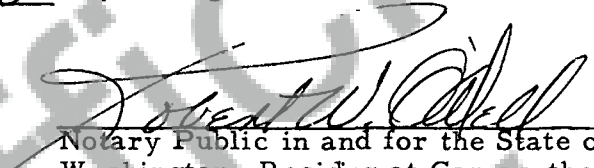
Real Estate Contract:

Page Four.

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me PAUL H. MORTON and JEAN M. MORTON, 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 13th day of August, 1962.


Notary Public in and for the State of
Washington, Residing at Camas, therein.

No. 330

TRANSACTION EXCISE TAX

AUG 28 1962

Amount Paid 95.00Mildred O'Donnell
Skamania County Treasurer

By