

: 9478

REAL ESTATE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That JON L. DeGROOTE and NORA B. DeGROOTE, husband and wife, hereinafter called the "Sellers", and ORIN L. HAMBLLEN and BETTY A. HAMBLLEN, husband and wife, hereinafter called the "Buyers", covenant and agree as follows:

The Sellers agree to sell and the Buyers agree to purchase, upon the terms and conditions hereinafter specified, the following real property located in Skamania County, State of Washington, to-wit:

That portion of the Northwest Quarter of the Northwest Quarter of Section 12, Township 1 North, Range 5, E.W.M., described as follows:

Beginning at a point 611.2 feet south and 242.7 feet east of the northwest corner of the said Section 12; thence south 27°06' East 168.2 feet to the initial point of the tract hereby described; thence south 27°06' East 103.4 feet to a point on the center line of the existing county road; thence easterly following the center line of said county road 192.3 feet; thence northwesterly continuing along the center line of the said county road 174.2 feet to a point north 40°10' East from the initial point; thence south 40°10' west 108.6 feet to the initial point;

for the total purchase price of Six Thousand Five Hundred (\$6500.00) Dollars, payable as follows:

The sum of \$1000.00 cash upon the execution of this contract, receipt of which is hereby acknowledged by the Sellers, and the balance of the purchase price in the sum of \$5500.00, together with interest on deferred balances at the rate of 7% per annum, to be paid as follows: The sum of not less than \$68.00 per month to apply on principal and interest, and the sum of \$4.00 per month as a reserve for payment of taxes and a total of \$3.00 per month as a reserve for payment of fire insurance premiums, or a total of not less than \$75.00 per month; the first payment to be made on the 10th day of September, 1962 and a like payment on the 10th day of each and every month thereafter, until the purchase price and interest shall be fully paid; it being understood that out of said payment of \$68.00 per month as above specified, first shall be deducted the interest due and owing at the time of payment and the balance applied to the principal, and the Buyers shall be entitled to make larger or additional payments than those above specified at any time they so desire. It is further



understood and agreed that <sup>if</sup> the sum of \$7.00 per month as above reserved for payment of taxes and fire insurance premiums is not sufficient to pay the same in full, the Buyers agree to pay such additional sum as may be required to pay said taxes and fire insurance premiums in full.

It is further understood that at the present time there is a mortgage against the real property above described in favor of Clarke County Savings and Loan Association, of Camas, Washington, dated March 23, 1961, in the original principal sum of \$4200.00, payable at the rate of \$56.00 per month, and the Sellers agree to make the payments due and payable on said mortgage, and not permit the same to become in default or delinquent and to have said mortgage paid in full at or prior to payment in full by the Buyers of the purchase price of this contract; and in the event the Sellers fail, refuse or neglect to make the payments on said mortgage, the Buyers shall have the right to do so, and shall receive credit on the purchase price of this contract for any mortgage payments so made by them.

The Buyers shall be entitled to the use, occupancy and possession of said real premises as of date of execution of this contract, subject only to Sellers' right to enter thereon at reasonable times for the purpose of making inspection thereof.

It is agreed that real property taxes and fire insurance premiums shall be prorated between the parties as of this date. The Buyers agree to pay, in the manner above provided, any and all taxes and assessments which may as between Sellers and Buyers hereafter become a lien on said property, and Buyers further agree to assume all hazards of damage to or destruction of the improvements now on or which may hereafter be placed on said property, and further assume all hazards or risk of any condemnation of said property or any part thereof, and they further agree not to use said premises or any part thereof for any illegal purpose, and to keep said premises and property in a reasonable state of repair at all times during the life of this contract.

The Buyers agree to keep the improvements on said premises insured with a

reliable insurance company for the full insurable value of said improvements, with loss payable clause in favor of said Clarke County Savings and Loan Association and of Sellers herein as their interests may appear, and to deliver said policies of insurance and/or any renewals thereof to said Association or to the Sellers. Any loss or damage caused to said property or any improvements or appurtenances from any cause shall be upon the Buyers and, in such event, they shall not be relieved from payment of the installments as herein provided.

The Buyers agree that full inspection of said premises has been made and that neither the Sellers nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on is in writing and is attached to and made a part of this contract.

The Buyers shall not assign this contract or any interest therein or encumber, convey or dispose of any interest in said real property, without Sellers' written consent, until the unpaid principal balance of the purchase price hereunder has been reduced to the sum of \$3000.00 or less.

Upon payment in full by Buyers of the purchase price and interest above specified, the Sellers will make, execute and deliver to Buyers a warranty deed conveying said real property to Buyers, excepting any part which may hereafter be condemned, free and clear of any encumbrances except any that may occur or accrue through the fault, act or neglect of any person other than Sellers, and at such time will furnish to Buyers a policy of title insurance insuring Buyers to the full amount of said purchase price against loss or damage by reason of defect in the title of Sellers to said described premises or by reason of prior liens not assumed by Buyers under this agreement.

Time is of the essence of this agreement. If the Buyers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, Sellers may elect to declare all of the Buyers' rights hereunder terminated and upon their so doing, all payments made by Buyers hereunder and all improvements placed upon the premises shall be forfeited to Sellers as

liquidated damages and the Sellers shall have the right to re-enter and take possession of the property, and no waiver by Sellers of any default on the part of the Buyers, shall be construed as a waiver of any subsequent default.

In the event of the taking of any part of the property for public use, or of the destruction of any improvements on the premises by fire or other casualty, all of the moneys received by Sellers by reason thereof shall be applied as payment on account of the purchase price of said property, less any which Sellers may be required to expend in procuring such money, or at the election of the Sellers, to the rebuilding or restoration of the premises.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom the Buyers agree to pay a reasonable attorney's fee and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in said suit.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures this 22 day of August, 1962.

No. 1094  
**TRANSACTION EXCISE TAX**  
AUG 23 1962  
Amount Paid \$65.00  
Michael O'Donnell  
Skamania County Treasurer  
By .....

Jon L. DeGroote  
Nora B. DeGroote  
SELLERS  
Orin L. Hamblen  
Betty A. Hamblen  
BUYERS

STATE OF WASHINGTON )  
: ss  
COUNTY OF CLARK )

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 22 day of August, 1962, personally appeared Jon L. DeGroote and Nora B. DeGroote, husband and wife, and Orin L. Hamblen and Betty A. Hamblen, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed the same as their own free and voluntary acts and deeds for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and date in this Certificate first above written.

Bruce J. Henry  
Notary Public in and for the State of Washington,  
residing at Vancouver, therein