

34
REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF REAL ESTATE made and entered into by and between JOHN C. POLLARD and ELIZABETH M. POLLARD, husband and wife, hereinafter designated as "Seller", and ELDIN D. DREW and GWEN I. DREW, husband and wife, hereinafter designated as Buyer",

W I T N E S S E T H:

That the Seller agrees to sell to the Buyer and the Buyer agrees to purchase of the Seller the real estate hereinafter described, upon the following terms and conditions:

1. Description of Real Estate: The land herein conveyed is situate in the County of Skamania, State of Washington, and described as follows:

A tract of land located in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 34, Township 2 North, Range 5 E. W. M., more particularly described as follows:

Beginning at a point marking the intersection of the channel of the Washougal River with the West boundary line of the said Section 34; thence following the channel of the Washougal River Easterly to a point 800 feet East of the West line of the said Section 34, said point being the initial point of the tract hereby described; thence North 435 feet, more or less, to a point in the center of a certain private road as staked out and established on December 7, 1942; thence Westerly following the center of said private road to a point 655 feet East of the West line of the said Section 34; thence South 230 feet; thence East 45 feet; thence South 205 feet, more or less, to the channel of the Washougal River, said point being 700 feet East of the West line of the said Section 34; thence Easterly following the channel of the Washougal River to the initial point.

SUBJECT TO: Reservations as set forth in deed recorded at page 52 of Book 29 of Deeds, records of Skamania County, and in deed recorded at page 382 of Book 29 of Deeds, records of Skamania County, Washington.

SUBJECT TO: The effect, if any, of agreement for use of water from an un-named spring tributary to the Washougal River recorded at page 535 of Book 3 of Agreements & Leases, records of Skamania County.

SUBJECT TO: Easements and rights of way for existing roads and rights of way for utilities.

2. Price and Payment: The purchase price of the above described premises is the sum of SIX THOUSAND NINE HUNDRED AND NO/100 (\$6900.00) Dollars of which the sum of ONE THOUSAND AND NO/100 (\$1000.00) Dollars has been paid; the balance of the purchase price in the sum of \$5900.00 shall be paid as follows: The sum of SEVENTY-FIVE AND NO/100 (\$75.00) Dollars, or more, per month, including interest at the rate of Six (6%) percent per annum upon all deferred balances, said installments to commence on the first day of

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1 November, 1962, and continuing on the first day of each and every month there-
2 after until the full amount of the purchase price and interest shall have been
3 paid.

3 3. Taxes: The real property taxes will be pro-rated as of October 1st,
4 1962, and the Buyer assumes and agrees to pay before delinquency all other
5 taxes and assessments that may, as between Seller and Buyer hereafter become
6 a lien upon said premises.

6 4. Assumption of Risk and Fire Insurance: The Buyer assumes all hazards
7 of damage to or destruction of any improvements now upon said land, or here-
8 after to be placed thereon. Buyer shall keep the buildings and improvements
9 upon the premises herein conveyed insured to the balance owed on the real
10 estate contract herein or to the full insurable value of said premises, against
11 loss or damage by fire for the benefit of Seller, said fire insurance to be car-
12 ried in a reputable company and the fire insurance policies shall be delivered
13 to Seller.

10 5. Inspection: Buyers agrees that full inspection of said described pre-
11 mises has been made and that neither the Seller nor assigns shall be held to
12 any covenant respecting the condition of said premises, nor to any agreement
13 for improvements upon said premises, unless the covenant or agreement relied
14 upon be in writing and attached to and made a part of this contract.

13 6. Possession: The Buyer will have the right to possession of said pro-
14 perty on October 1, 1962, Provided, however, that the Buyer shall upon default
15 hereunder, and upon demand of Seller, surrender to Seller peaceable possession
16 of said premises.

16 7. Deed and Title Insurance: The Seller has furnished to the Buyer a
17 policy of title insurance on the premises herein conveyed and upon full payment
18 of the purchase price and interest as herein provided, the Seller shall execute
19 a good and sufficient warranty deed, conveying the premises heretofore described
20 to the Buyer.

19 8. Default: Time is the essence of this contract. In the event the Buyer
20 shall fail to make any payments as herein provided promptly at the time the
21 same shall fall due as set forth herein, or in the event the Buyer fails to per-
22 form promptly any covenant or agreement aforementioned, the Seller may elect
23 to declare a forfeiture and cancellation of this contract and upon such election
24 being made, all rights of the Buyer hereunder shall cease and determine, and
25 any payments heretofore made by Buyer hereunder shall be retained by Seller
26 in liquidation of all damages sustained by reason of such failure; in the event
27 the Seller shall elect to enforce this contract against the Buyer by action at law,
28 then the Buyer shall pay the Seller such other sums as attorney's fees in such
29 suit as the court therein may adjudge as reasonable.

25 9. Assignment: This contract shall not be assigned by Buyer without
26 the written consent of Seller and any assignment hereof shall not relieve the
27 Buyer from their obligations assumed hereunder.

27 10. Prior Contract: The Seller is purchasing the above described pre-
28 mises from Carlie Gilstrap, a single woman, by a real estate contract, which
29 Seller covenants and agrees to pay before this real estate contract is paid in
30 full. The Seller covenants and agrees that in the event the Seller should default

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on the Gilstrap Contract, Buyer may correct said default and make any payments necessary on said contract to correct said default, all such payments to be credited on this real estate contract for the Buyer's protection.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 27th day of October, 1962.

No. 3834
TRANSACTION EXCISE TAX

NOV 7 1962

Amount Paid 69.00

Michael D. Deane
Skamania County Treasurer

By

Eldin D. Drew

Gwen I. Drew
BUYERS

John C. Pollard

Elizabeth M. Pollard
SELLERS

STATE OF WASHINGTON)

ss.

COUNTY OF CLARK)

On this day personally appeared before me John C. Pollard, Elizabeth M. Pollard, Eldin D. Drew and Gwen I. Drew, 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 set forth.

GIVEN under my hand and official seal this 27th day of October, 1962.

Howard L. Dunning
Notary Public in and for the State of
Washington; residing at Camas, therein.