

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND made and entered into this 31st day of July, 1963, by and between CHARLES B. ATKINS and LAURA M. ATKINS, husband and wife, hereinafter called the Sellers, and MARLIN O. ENGELQUIST and IRMA L. ENGELQUIST, husband and wife, hereinafter called the Purchasers,

## W I T N E S S E T H:

1. DESCRIPTION: For and in consideration of the agreements herein contained and payments made and to be made, the Sellers agree to sell to the Purchasers and Purchasers agree to buy from the Sellers the following described real property with the appurtenances thereon, situated in the Skamania County, State of Washington, to wit:

A tract of land located in the Southwest (SW) quarter of the Northwest (NW) quarter of Section Thirty-four (34), Township Two (2) North, Range Five (5), East of the Willamette Meridian, 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 400 feet East of the West line of said Section 34, said point being the initial point of the tract hereby described; thence parallel to the West line of said Section 34 North 435 feet, more or less, to a point in the center of a certain private road as staked out and established on June 6, 1938; thence Easterly following the center of said private road to a point 500 feet East of the West line of the said Section 34; thence parallel to the West line of said Section 34 South to the channel of the Washougal River, said point being 500 feet East of the West line of the said Section 34; thence Westerly following the channel of the Washougal River to the initial point.

SUBJECT to easements, restrictions and encumbrances of record.

Including all furnishings located in the house.



2. PURCHASE PRICE AND TERMS: The purchase price of the real property herein described is Four Thousand (\$4,000.00) Dollars, of which the sum of Five Hundred (\$500.00) Dollars has been paid down, receipt of which is hereby acknowledged, and the balance of Three Thousand Five Hundred (\$3,500.00) Dollars, shall be paid in the following manner: In monthly installments of not less than Thirty-five (\$35.00) Dollars each commencing September 1, 1963, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at the rate of six (6%) per cent per annum beginning on the date of possession herein, and from each payment shall first be deducted the interest to date and the balance shall be applied to the principal. Permission is granted to Purchasers to make larger and additional payments at any time or to pay this contract in full and the interest shall immediately cease on all payments so made.

3. POSSESSION: The Purchasers shall be entitled to physical possession of the premises on August 1, 1963.

4. PLACE OF PAYMENTS: All payments on this contract shall be made to the Sellers at such address as the Sellers may indicate in writing to the Purchasers.

5. ASSESSMENTS AND TAXES: Purchasers agree to pay before delinquency all taxes, easements, water, water rents or water assessments, power bills and maintenance, operation and construction charges not now delinquent and all that may hereafter become due and payable or which may be levied or assessed against the premises which may hereafter become a lien on the real estate.

6. PROPERTY TAXES AND INSURANCE: Sellers and Purchasers agree that property taxes for the current year shall be prorated as of August 1, 1963. Purchasers shall at all times keep the premises insured to the full value thereof in a company acceptable to Sellers, for the benefit of the Sellers and Purchasers as their interest shall appear, and shall deliver to the Sellers the insurance policy, renewals and premium receipts therefor.

7. IMPROVEMENTS AND UPKEEP: Purchasers agree that all improvements now or hereafter placed on said premises shall remain and shall not be removed and, further, agree to maintain all improvements now on said premises in as good a state of repair as the same now are, and Purchasers will not make any material alterations therein without the written consent of the Sellers. Purchasers shall not suffer to be committed, nor commit, strip nor waste of the premises.

8. DEED AND TITLE INSURANCE: Upon completion of the payments to be made by Purchasers as provided in this contract, the Sellers shall deliver to the Purchasers a warranty deed conveying said premises to the Purchasers and warranting the condition of the title of the Sellers so as to vest good and marketable title in the Purchasers. The Sellers further agree to supply to the Purchasers within thirty (30) days of the completion of the payments to be made by Purchasers as provided in this contract a Purchasers' policy of title insurance, insuring the purchasers to the full amount of the purchase price herein and against any defects of title, lien or encumbrance not specifically described in this contract.

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

10. DESTRUCTION OF THE PREMISES: The Purchasers assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use. In the event of destruction of the premises or the taking for a public use, Purchasers shall not be in any manner relieved of any of Purchasers' obligations under this contract.

11. DELINQUENT PAYMENTS: It is understood and agreed that in the event the Purchasers shall fail to make any payment herein provided to be made by Purchasers, the Sellers may make such payment and any amount so paid by the Sellers, together with interest thereon from the date of payment until repaid at the rate of 10% per annum shall be repayable by the Purchasers on demand, all without prejudice to any other rights the Sellers might have by reason of such default.

12. FORFEITURE: Time is of the essence in this contract. In case Purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall fall due hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the Sellers may elect to declare a forfeiture and cancellation of the contract and upon such election being made, all rights of the Purchasers hereunder shall cease and terminate and any payments to Sellers theretofore made hereunder by the Purchasers shall be retained by Sellers in liquidation of all damages sustained by reason of such failure. Service of all demands, notices, or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail addressed to the mailing address of the above described property or at such other address as the Purchasers may indicate in writing to the Sellers.

13. ALTERNATIVE RELIEF: Or the Sellers may elect to bring action or actions on any intermediate overdue installment or on any payment, or payments, made by the Sellers and repayable by the Purchasers and being stipulated that the covenants to pay intermediate installments or to pay items repayable by the Purchasers are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and no such actions shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the Sellers of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

14. ATTORNEY'S FEES AND COSTS: In the event of litigation arising out of this contract or any action to enforce any covenants of this contract or to collect any installment payment or charge arising therefrom, the Purchasers agree to pay all costs and expenses in connection with such suit and to pay a reasonable sum as attorney's fees to Sellers; in addition, Purchasers agree to pay reasonable costs for searching records. All such sums provided for in this paragraph shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

Charles B. Atkins  
CHARLES B. ATKINS, Seller

Marlin A. Engelquist  
MARLIN A. ENGELQUIST, Purchaser

Laura M. Atkins  
LAURA M. ATKINS, Seller

Irma L. Engelquist  
IRMA L. ENGELQUIST, Purchaser

TRANSACTION EXCISE TAX

AUG 15 1963

Amount Paid 4083  
Michael J. Jensen  
Skamania County Treasurer

By .....

STATE OF WASHINGTON )  
County of Clark ) ss.

ON THIS DAY personally appeared before me CHARLES B. ATKINS and LAURA M. ATKINS, husband and wife, to me known to be the individuals described herein 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.

GIVEN under my hand and seal this 29th day of July, 1963.

John N. Atkins  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Vancouver

[SEAL]

Unofficial Copy