

**WASHINGTON  
TITLE INSURANCE  
COMPANY**

**REAL ESTATE CONTRACT**

THIS AGREEMENT, made and entered into this 14th day of December 1963

between ED M. WESTHEFER and BERNICE F. WESTHEFER, husband and wife

hereinafter called the "seller," and CHARLES E. CLARK and LILLIAN M. CLARK, husband and wife

hereinafter called the "purchaser,"

WITNESSETH: That 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 the County of Skamania, State of Washington, to-wit:

All that portion of the Northeast quarter of the Southwest quarter (NE 1/4 SW 1/4) of Section 32, Township 2 North, Range 5 E. W. M., lying east of the North Fork and north of the East Fork of the Washougal River. &

The terms and conditions of this contract are as follows: The purchase price is

Twenty-two thousand dollars\*\*\*\* (\$ 22, 000. 00 ) Dollars, of which  
Five thousand dollars\*\*\* (\$ 5, 000. 00 ) Dollars  
has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One hundred & fifty dollars\*\*\* (\$ 150. 00 ) Dollars  
or more on or before the 1st day of February, 19 64, and One hundred & fifty dollars\*\*\* (\$ 150. 00 ) Dollars, or more, on or before the 1st day of each and every month thereafter until the entire purchase price, including interest on the unpaid portion thereof at the rate of Six per cent per annum, has been fully paid. The monthly payment herein provided shall include both principal and interest, said monthly payment to be applied first to accrued interest and the balance applied to principal.

Interest to begin on the 1st day of January, 19 64



No.

**TRANSACTION EXCISE TAX**

DEC 27 1963

Amount Paid 22,000.00  
Michael O'Sullivan  
Skamania County Treasurer

When balance of purchase price equals balance of prior contracts, mortgages or other outstanding encumbrances on the property herein, said purchaser shall be entitled to a deed, subject to said encumbrances, provided purchaser has fulfilled all other commitments required of him by this contract.

The purchaser is entitled to take possession of said premises on date of closing unless otherwise determined by the parties.

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes 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.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller 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 be in writing and attached to and made a part of this contract.

The purchaser shall have the right to make delinquent payments due by the seller or others on prior contracts, mortgages or encumbrances which are liens on this property, and by such payment have credit allowed purchaser on this contract as of date of payment.

The seller has procured or agrees, within sixty days from date hereof, to procure from <sup>Puget Sound</sup> ~~Washington~~ Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient warranty deed of said described premises, subject to the provisions herein provided for.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller 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 at the following address, to-wit:

Rt. 2, Box 456, Washougal, Washington

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed 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 that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, the purchaser agrees to pay a reasonable sum as attorney's fees 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 such suit.

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

*Ed M. Westhefer* (SEAL) *Charles E. Clark* (SEAL)  
*Bernice F. Westhefer* (SEAL) *Lillian M. Clark* (SEAL)  
 (Sellers) (Purchasers)

STATE OF WASHINGTON, }  
 County of Clark } ss.

On this day personally appeared before me Ed M. Westhefer and Bernice F. Westhefer

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.

GIVEN under my hand and official seal this 23<sup>rd</sup> day of December 1963

*Paul W. Anderson*  
 Notary Public in and for the State of Washington,  
 residing at Vancouver

Real Estate Contract

FROM  
 Ed M. Westhefer

TO

Charles E. Clark  
 STATE OF WASHINGTON }  
 COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

*R. J. Sullivan*

OF *Shawbon - Wm*

AT 9:10 P. M. DEC. 27 1963

FLETCHER DANIELS TITLE CO.

1105 in Street Vancouver

OF *Deed* AT PAGE 193

RECORDS OF SKAMANIA COUNTY, WASH

*Washington*

*County of Skamania*

*Deed*

SEATTLE, WASHINGTON

mail to ARDEN REALTY

PO BOX 624

Vancouver, Washington

and Tax Statement to

Charles E. Clark

REGISTERED 2, Box 456

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FILED: 5

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