

WASHINGTON  
TITLE INSURANCE  
COMPANY

# REAL ESTATE CONTRACT

CORPORATE FORM

THIS AGREEMENT, made and entered into this 1st day of February, 1964  
between COLONIAL INVESTMENT CO. (a Washington Corporation)

hereinafter called the "seller," and JOHN W. NELSON and MARLYS C. NELSON, his 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:

Quarter  
North half ( $N\frac{1}{2}$ ) of the Southeast ( $SE\frac{1}{4}$ ) and North half ( $N\frac{1}{2}$ ) of Southeast Quarter ( $SE\frac{1}{4}$ ) of Southeast Quarter ( $SE\frac{1}{4}$ ) and East 990 feet of the South half ( $S\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Southeast Quarter ( $SE\frac{1}{4}$ ), all in Section 28, Township 2 North, Range 6 E.W.M.

Subject to all easements and rights of way of record and right to remove timber, if any remaining, any time during 1964 and 1965

The terms and conditions of this contract are as follows: The purchase price is Fifty-Seven Hundred and Fifty ----- (\$5,750.00) Dollars, of which Twenty-Five Hundred ----- (\$2,500.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: \$60.00 or more on or before the 10th day of March, 1964, and a like sum of \$60.00 or more on or before the 10th day of each and every consecutive month thereafter until the full balance with all accrued interest thereon at seven (7%) per cent per annum is paid. Each payment shall be credited first to interest and balance to principal.

Each installment constitutes a separate and distinct promise to pay on the part of purchaser.

It is understood and agreed that purchaser will not cut or remove any timber, trees or wood from the property until this contract is fully paid without consent of seller. However, consent will be readily given in order to enable purchaser to clear, cultivate or pasture the acreage as rapidly as possible.

There is a mortgage of record executed by Roland E. Schedeen and wife which is to be released or satisfied of record as to the property covered hereby when this contract is fully paid.

The purchaser is entitled to take possession of said premises on immediately

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 seller has procured or agrees, within ten days from date hereof, to procure from 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 deed of said described premises.

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:

Skamania, 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 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 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.



No. 4247  
TRANSACTION EXCISE TAX  
FEB 26 1964  
Amount Paid \$7.50  
Michael O'Donnell  
Skamania County Treasurer

By Willie V. Little President  
By Willie V. Little Assistant Secretary  
By Marly C Nelson

STATE OF WASHINGTON  
County of King  
On this 4th day of February, 1964, personally appeared  
Bryce Little and Willie V. Little

to me known to be the President and Assistant Secretary, respectively, of Colonial Investment Co. the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Samuel Lee  
Notary Public in and for the State of Washington,  
residing at Seattle

FORM L 38

Real Estate Contract  
(CORPORATE FORM)

FROM

Colonial Investment Co.

TO

John W. Nelson et al

STAMP: S.S. S.S. S.S.

WASHINGTON  
TITLE INSURANCE  
COMPANY

STATE SEATTLE, WASHINGTON  
COUNTY OF SKAMANIA

Mail to LIBRARY, COUNTY CLERK, THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY

Ed. O'Neil

OF Skamania

Send Tax Statement to

AT 11:35 AM, Feb 26, 1964

WAS 1964 FEB 26 PM 52

OF Deed

RECORDS

11, WASH.

Signature of Seal

BY J. W. Nelson et al