

02053

REAL ESTATE CONTRACT

THIS AGREEMENT MADE this 20<sup>th</sup> day of March, 1964, between GORDON C. LOCKE and LUCILLE C. LOCKE, husband and wife, hereinafter called "Sellers", and DAVID A. BRINK and DELPHIA I. BRINK, husband and wife, hereinafter called "Buyers", W I T N E S S E T H:

I.

That in consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyers and the Buyers agree to purchase from the Sellers, the following described real estate situate in Skamania County, Washington, to-wit:

One (1) Acre located in the Northeast corner of the following described property, to-wit:

The Northeast Quarter of the Southwest Quarter of Section Eight (8), Township One (1) North of Range Five (5) East of the Willamette Meridian, further described as follows:

Beginning at the Northeast corner of the above described property and extending 208.71 feet South, thence West 208.71 feet; thence North 208.71 feet, thence East 208.71 feet, connecting with the starting line.

TOGETHER with an easement or water right as granted by Grace Locke, a widow, to Sellers by instrument dated July 18, 1957, recorded in Book 44 of Deeds at page 31, records of Skamania County, Washington.

II.

**PURCHASE PRICE:** The purchase price for said real estate is the sum of Two Thousand One Hundred and No/100 (\$2100.00) Dollars, which shall be payable by Buyers to Sellers as follows: \$50.00 or more on the 15th day of April, 1964, and \$50.00 or more on the 15th day of each month thereafter until the full amount of principal and interest has been paid. All payments shall include interest on the unpaid balance from time to time at the rate of six (6%) per cent per annum computed from the date of this contract until the said balance of principal and interest has been paid in full.



Buyers reserve the right to pay the balance on this contract in full at any time without penalty.

All payments under this contract shall be made to the Sellers at their home at ~~Route 1, Box 33~~ 854-12TH ST., Washougal, Washington, or at such other place as the Sellers may from time to time in writing direct.

III.

POSSESSION: Possession of said premises shall be delivered to the Buyers on April 15, 1964.

IV.

PREPAID TAXES AND FIRE INSURANCE: The 1964 real estate taxes and any prepaid fire insurance premiums shall inure to the benefit of Buyers without cost to them.

V.

BUYERS' COVENANTS: Buyers agree to make the payments herein mentioned in the manner and on the dates named; to keep the buildings on the premises constantly insured against loss by fire in the amount of \$3000.00, with loss payable to Buyers and Sellers as their respective interests appear and upon demand to deliver the policies to Sellers; to keep the property covered by this contract in as good or better condition than it stands at the date of this contract, and to pay the purchase price agreed upon regardless of any loss, destruction or damage to the said property by fire or from any other cause; Buyers shall have the right to make any additions or improvements desired to said premises, so long as such additions or improvements do not impair the value of said premises or the security of this contract; to make or permit no unlawful, offensive or improper use of said premises or any part thereof, to permit the Sellers or their agents to enter upon said premises at any reasonable time to inspect the same; to pay seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of what-

page 3: Real Estate Contract, Locke--Brink

1 ever kind and nature, which may hereafter be lawfully imposed upon said pre-  
2 mises, and agree not to permit or suffer any part of said premises to become  
3 subject to any assessment, lien charges or encumbrance whatsoever having or  
4 taking precedence over the rights of Sellers in and to said property; not to  
5 remove the buildings or other improvements without the written consent of the  
6 Sellers, nor to permit any waste, destruction or other damage to the premises.

7 Should the Buyers fail or neglect or refuse to pay any taxes, assess-  
8 ments or any other lawful charge against said property, the Sellers may pay  
9 the same and such sums as may be so paid by Sellers shall be secured by this  
10 contract and the said sums shall be repaid by the Buyers to the Sellers with  
11 interest thereon from each respective date of advancement until paid at the rate  
12 of six (6%) per cent per annum, payable semi-annually.

13 VI.

14 DEED AND TITLE INSURANCE: Sellers agree to execute and deliver  
15 to Buyers within thirty (30) days after the final payment on this contract a War-  
16 ranty Deed conveying said property to the Buyers free and clear from all encum-  
17 brances as of the date of the execution of this contract, except those mentioned  
18 herein.

19 At that time Sellers shall also procure and deliver to Buyers an Owner's  
20 Policy of Title Insurance in the usual form:

21 VII.

22 ASSIGNMENT: It is agreed that no assignment or contract for assign-  
23 ment of this contract and/or no contract by Buyers to sell the subject thereof  
24 shall be valid unless the same shall be consented to by the Sellers in writing.

25 VIII.

26 FORFEITURE: Time is of the essence of this contract, and if the  
27 Buyers shall fail, refuse or neglect to pay either or any of the installments of  
28 interest or any other payments due, or shall fail to keep and/or perform any

page 4: Real Estate Contract, Locke--Brink

of the covenants and agreement herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this contract null and void; and if the Buyers shall fail to make good such default within fifteen (15) days after the Sellers shall have served a written notice of Declaration of Forfeiture by delivering said notice to the Buyers or mailing same by registered mail to said Buyers at their last known address or at the address given on this contract, at the Sellers' option, then, and in that event, all of the Buyers' rights under this contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revert in, the Sellers, without further action on the part of the Sellers and without any right of the Buyers to reclamation or compensation for money paid, or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the Sellers under this contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Sellers in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as liquidated damages to the Sellers for the Buyers' failure to complete this contract.

IX.

OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

page 5: Real Estate Contract, Locke--Brink

1 It is agreed that any such action is an action arising on contract for  
2 the recovery of money only, as if the promise to pay had been expressed in a  
3 different instrument, and that no such action shall constitute an election not to  
4 proceed otherwise as to any subsequent default.

5 X.

6 COURT COSTS AND ATTORNEYS' FEES: In any action by the Sellers  
7 to procure an adjudication of the termination of Buyers' rights under this con-  
8 tract or to recover any intermediate installments or any advance repayable to  
9 Sellers, or in any action to recover the unpaid balance on this contract or to  
10 enforce any other rights of Sellers hereunder, Buyers agree to pay the expenses  
11 of searching the title for the purpose of such action, together with all costs  
12 and a reasonable attorneys' fees.

13 XI.

14 REPRESENTATIONS: Buyers have inspected the property sold herein  
15 and have found the same to be to their satisfaction and they agree that no pro-  
16 mises, representations, statements or warranties, expressed or implied, shall  
17 be binding on the Sellers unless expressly contained herein. The Buyers ex-  
18 pressly state that they have placed no reliance whatever upon any statements  
19 or representations not contained herein.

20 XII.

21 WAIVER: No assent, express or implied, by Sellers to any breach of  
22 Buyers' Covenants or agreements shall be deemed or taken to be a waiver of  
23 any succeeding breach of the same or other covenants.

24 XIII.

25 PARTIES BOUND: This contract shall bind the parties hereto and  
26 their heirs, personal representatives and assigns.

27 XIV.

28 TIMBER: The parties agree that Buyers shall have no right, without



page 6: Real Estate Contract, Locke--Brink.

the written consent of the Sellers, to cut or remove any timber or cord wood from the above described real estate until the purchase price has been paid in full. Violation of this covenant shall be grounds for forfeiture of this contract as above provided and severance of such timber shall not pass title thereto to the Buyers.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate this 20<sup>th</sup> day of March, 1964.

Gordon C. Locke

David A. Brink

Lucille C. Locke  
SELLERS

Wilphie J. Brink  
BUYERS

STATE OF WASHINGTON )

ss.

COUNTY OF CLARK )

On this day personally appeared before me Gordon C. Locke and Lucille C. Locke, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed and sealed 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 20<sup>th</sup> day of March, 1964.

Eugene F. Harris  
Notary Public in and for the State of Washington; residing at Camas, therein

No. 4288

TRANSACTION EXCISE TAX

MAR 24 1964

Amount Paid 21.00

Malcolm McDonald  
Skamania County Treasurer

By .....