

## REAL ESTATE CONTRACT

15<sup>th</sup> THIS CONTRACT FOR THE SALE OF LAND made and entered into this day of May, 1964, by and between ROY H. DOBBS and ANNE DOBBS, husband and wife, and L. B. JOHNSTON and VIOLET M. JOHNSTON, husband and wife, hereinafter called the Sellers, and FRANK T. CHOPIC, a single man, hereinafter called the Purchaser, WITNESSETH:

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 Purchaser and Purchaser agrees to buy from the Sellers the following described real property with the appurtenances thereon, situated in Skamania County, State of Washington, to wit:

The Northwest quarter, and Government Lots One (1) and Two (2), of Section Sixteen (16), Township One (1) North, Range Five (5) East of the Willamette Meridian, EXCEPT that portion thereof lying Southerly and Easterly of Primary State Highway No. 8;

The North half of the Southeast quarter, the Southwest quarter of the Southeast quarter, and Government Lot One (1) of Section Seventeen (17), Township One (1) North, Range Five (5) East of the Willamette Meridian, EXCEPT that portion thereof lying Southerly of Primary State Highway No. 8.

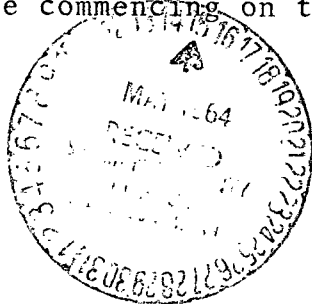
SUBJECT to easement for electric transmission line to Northwestern Electric Company, recorded February 20, 1931, at page 573, Book "W" of Deeds, records of Skamania County, Washington;

SUBJECT to mortgage to Federal Land Bank of Spokane, in the original amount of \$20,000.00 under instrument recorded February 24, 1959, Book 35 of Mortgages, page 201, under Auditor's File No. 54931, records of Skamania County, Washington.

SUBJECT to any other easements and restrictions of record.

In Section Sixteen (16), Township One (1) North, Range Five (5), East of the Willamette Meridian, the Sellers' ownership is subject to reservations of oil, gases, coal, ores, minerals and fossils to the State of Washington, and further subject to reservations of rights of way for the removal of timber, minerals, sand and gravel pursuant to R.C.W. 79.12.410, 79.36.010, and 79.36.240, said reservations being enforceable by the State of Washington on payment of reasonable compensation therefor.

2. PURCHASE PRICE AND TERMS: The purchase price of the property described herein is Fifty-five Thousand (\$55,000.00) Dollars of which Twelve Thousand Five Hundred (\$12,500.00) Dollars has been paid down, receipt of which is hereby acknowledged. The balance of the purchase price in the amount of Forty-two Thousand Five Hundred (\$42,500.00) Dollars shall be paid as follows: The sum of Twenty-three Thousand Seven Hundred Fifty (\$23,750.00) Dollars shall be paid in semi-annual installments of One Hundred Fifty (\$150.00) Dollars each commencing March 1, 1965, and payable in full each six months thereafter together with all accrued interest on said sum which will accrue at the rate of five per cent (5%) per annum on the outstanding balance commencing on the date of this contract. The



remaining sum of Eighteen Thousand Seven Hundred Fifty (\$18,750.00) Dollars consists of the outstanding mortgage balance due, which the Purchaser assumes, and shall be paid as therein provided at the rate of Six Hundred Eleven and 33/100 (\$611.33) Dollars semi-annually commencing September 1, 1964, including interest thereon at the rate of five and one-half per cent (5 1/2%) per annum. Permission is granted to Purchaser to make larger payments at any time or to pay this contract in full. Any and all sums outstanding on this contract eight (8) years from the date hereof shall become due at said time and the Purchaser must immediately seek refinancing of this property at his own expense in order to pay the Sellers the amounts due hereunder in full.

3. POSSESSION: Purchaser shall be entitled to physical possession of the premises immediately upon the signing of this contract.

4. PLACE OF PAYMENTS: It is understood and agreed that this contract will be placed for collection with a local banking institution to be named by the Sellers and payments on this contract shall be made at such institution or at such other place as Sellers may indicate in writing to the Purchaser.

5. ASSESSMENTS AND TAXES: Purchaser agrees to pay before delinquency all taxes, easements, 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. TAXES AND INSURANCE: Sellers and Purchaser agree that the taxes on the premises for the current year shall be pro-rated as of the date of possession. Purchaser shall at all times keep all improvements on the premises insured to ~~the value of the outstanding remaining contract balance~~ at all times in a company acceptable to Sellers for the benefit of Sellers and shall deliver to Sellers the insurance policy, renewals and premium receipts therefor.

7. TIMBER: It is agreed between the parties that Purchaser shall not cut or remove or allow to be removed any timber from the premises without first having obtained permission from the Sellers in writing.

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

9. DEED AND TITLE INSURANCE: Upon completion of the payments to be made by Purchaser as provided in this contract, the Sellers shall deliver to the Purchaser a warranty deed, conveying said premises to the Purchaser, and warranting the condition of the title of the Sellers so as to vest good and marketable title in the Purchaser. The Sellers further agree to supply to the Purchaser within ten (10) days of the closing of this transaction, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price herein and against any defects of title, lien or encumbrance not specifically described in this contract.

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G.H.D.

10. INSPECTION: The Purchaser agrees that full inspection of the premises described herein has been made and that neither the Sellers nor 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.

11. DESTRUCTION OF THE 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. In the event of destruction of the premises or the taking for a public use, the Purchaser shall not be in any manner relieved of any of the Purchaser's obligations herein.

12. DELINQUENT PAYMENTS: It is understood and agreed that in case the Purchaser shall fail to make any payment herein provided to be made by the Purchaser, the Seller 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 ten per cent (10%) per annum shall be repayable by Purchaser on demand, all without prejudice to any other rights the Sellers might have by reason of such default.

13. FORFEITURE: Time is of the essence in this contract. In case the Purchaser shall fail to make any payment on said purchase price promptly at the time the same shall fall due herein before specified, or promptly to perform any covenant or agreement aforesaid, the Sellers may elect to declare forfeiture and cancellation of the contract and upon such election being made, all rights of Purchaser hereunder shall cease and terminate and any payments theretofore made hereunder by Purchaser 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 Purchaser shall indicate in writing to Sellers.

14. ALTERNATIVE RELIEF: Or Sellers may elect to bring action or actions on any intermediate overdue installments or on any payment or payments, made by Sellers and repayable by Purchaser, and being stipulated that the covenant to pay intermediate installments or to pay items repayable by 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 no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by Sellers of any default on the part of Purchaser shall be construed as a waiver of any subsequent default.

15. ATTORNEYS' 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, Purchaser agrees to pay a reasonable sum as attorneys' fees to Sellers and to pay all costs and expenses in connection with such suit; in addition, Purchaser agrees 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 this the day and year first above written.

Roy H. Dobbs  
ROY H. DOBBS, Seller

Anne Dobbs  
ANNE DOBBS, Seller

L. B. Johnston  
L. B. JOHNSTON, Seller

Violet M. Johnston  
VIOLET M. JOHNSTON, Seller

Frank T. Chopic  
FRANK T. CHOPIC, Purchaser

STATE OF WASHINGTON )  
County of Clark ) ss.

ON THIS DAY personally appeared before me ROY H. DOBBS and ANNE DOBBS, husband and wife, and L. B. JOHNSTON and VIOLET M. JOHNSTON, 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 the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 15<sup>th</sup> day of May, 1964.

*Walter W. Sellman*  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Vancouver

[SEAL]

No: 10782  
**TRANSACTION EXCISE TAX**  
MAY 15 1964  
Amount Paid \$550.00  
*Meredith O. Donnell*  
Skamania County Treasurer  
By *Beverly J. Halligan, Dep.*

Unofficial Copy