

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 21 day of September, 1963, by and between ALFRED M. JOHNSON, hereinafter called Seller, and TED V. WILKINS and VERA M. WILKINS, husband and wife, hereinafter called Purchaser,

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

That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Seller the following described real property located in the County of Skamania, State of Washington, to-wit:

~~Lots 9 and 10, Block 4 of Boyd's and Wilkinson's Addition to the Town of Carson, Washington, according to the duly recorded plat thereof on file with the County Auditor of Skamania County.~~ T.V.W.

## ALSO:

Beginning at the southeast corner of Lot 10, Block 4 of Boyd's and Wilkinson's Addition to the Town of Carson, thence east 200 feet; thence south 200 feet; thence west 200 feet; thence north 200 feet to the point of beginning.

For and in consideration therefor, the Purchaser agrees to pay the sum of \$7900, said purchase price to be paid in the following manner and upon the following terms and conditions: Purchaser has paid \$200 earnest money through Ed Dahl, Realtor, Stevenson, Washington, and will pay the further sum of \$3000 immediately upon the signing of these presents, to the Bank of Stevenson, Stevenson, Washington, making a total down payment of \$3200. The balance of \$4700 shall be paid to the Bank of Stevenson for application to this contract within 15 days after receipt of a preliminary title report or title policy showing title free and clear of all defects and encumbrances, save for current real estate taxes and assessments which shall be prorated between the parties as of date of possession.



It is recognized that the title to the above-described real property is presently vested in the Seller as the executor of the estate of Carl Victor Gunnar Johnson, deceased, in Skamania County probate No. 2382-P. That the Last Will and Testament of the decedent devises all real property to the Seller but title in the Seller will not be perfected until such time as a decree of distribution is entered in said probate cause. Unless extended by mutual agreement, the Seller shall have until the 15<sup>th</sup> day of APRIL, 1964, in which to procure a decree of distribution and a preliminary report or policy of title insurance showing Seller as the owner in fee simple absolute. If the Seller cannot comply with this provision, then at the option of the Purchaser, this contract shall be null and void and terminated and all moneys theretofore paid by Purchaser shall be returned by the escrow agent and the deed shall be re-delivered by the escrow agent to the Seller, save that Purchaser authorizes the escrow agent to withhold from escrow funds a sum to be paid to the Seller equal to \$ 50<sup>00</sup> per month as fair and agreed rental for said premises, to and including the end of the current month.

Should the Purchaser continue to occupy said premises after this contract is cancelled and declared at an end through failure of the Seller to comply with the foregoing provisions, the Purchaser shall continue responsible for rental at the rate of \$ 50<sup>00</sup> per month in advance, so long as Purchaser retains possession.

It is understood and agreed that a copy of this contract and a good and sufficient warranty deed conveying the premises free and clear will be deposited in escrow upon the usual escrow instructions, with the Bank of Stevenson, Stevenson, Washington, for delivery to Purchaser when all the terms and provisions of this contract have been complied with.

The Purchaser shall be entitled to possession of said premises

not later than the first of October, 1963. The said Purchaser agrees to the following terms and conditions, to-wit: To make the payments above agreed to, promptly, in the manner and on the dates above named; to keep the buildings on the premises constantly insured in companies selected by the Seller against loss or damage by fire to the full insurable value, with loss payable to mortgagee, if any, Seller and Purchaser as their respective interests may appear, all policies on the Buildings to be delivered to the Seller; to take the property covered hereby in the condition and as it stands at the date of this contract and to pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of the improvements thereon by fire or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to keep said premises at all times in as good condition as same now are; to permit the Seller or agent to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before same shall become delinquent all taxes, assessments, liens and encumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said premises or which may have been assumed by the Purchaser in this contract and agrees not to permit or suffer any part of said premises to become subject to any assessments, liens, charges or encumbrances whatsoever having or taking precedence over the rights of the Seller in and to said property; to make no alterations on nor remove any of the buildings or other improvements, nor injure or destroy any shade trees on the premises without the written consent of the Seller, nor permit any waste, destruction or damage on the premises.

Should the Purchaser fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property,

the Seller may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Purchaser to the Seller with interest thereon from each respective date of advancement until paid at the rate of 10 per cent per annum, payable semi-annually.

The Seller agrees that when the Purchaser shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the Seller to or for the benefit of the Purchaser or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract on his part to be kept and performed and on the surrender of the Purchaser's copy of this contract, to make, execute and deliver to the Purchaser or assigns a good and sufficient warranty deed conveying a fee simple title to said premises, free and clear as of this date of all encumbrances whatsoever except any mortgage or other encumbrance which the Purchaser has in this contract or at any subsequent date specifically agreed to assume and pay, it being understood that the warranties of said deed shall, after the date of this contract, apply only to the acts of the Seller and shall not include any taxes or assessments becoming a lien after the date of this contract.

Time is of the essence of this contract and in the event that the Purchaser shall fail to make any payment or to perform any condition under this contract, the Seller may serve notice of forfeiture by delivering said notice to the Purchaser or by mailing same by registered mail to his last known address or the address below given. In the further event that the Purchaser shall fail to make payment of any sums due hereunder, together with attorney's fee for the preparation of said notice and the expense of serving the

same within 30 days from delivery of such notice, then and in those events, said notice shall become absolute and this contract shall become null and void, and the Purchaser shall immediately and peacefully surrender possession of all property described herein, and all rights of the Purchaser under this contract and to the property described therein shall immediately cease and determine and the title to said property shall revert to and revest in the Seller without further action on the part of the Seller and without any right of the Purchaser 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 Seller under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Seller as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and as the liquidated damages to the Seller for the Purchaser's failure to complete this contract.

It is agreed that no assignment of this contract shall be valid unless the same shall be made in proper legal manner endorsed thereon and attached to each copy of this contract and countersigned by the Seller, and that any such assignment or attempted assignment without complying with this term of the contract shall be null and void and of no legal force and effect.

It is agreed that in any suit or action based upon this contract, or to forfeit same, the prevailing party may recover reasonable attorney's fees against the other party.

This agreement shall be binding upon and shall inure to the benefit of the legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have caused this agree-

ment to be executed in quadruplicate the day and year first above written.

No. 4122

TRANSACTION EXCISE TAX

OCT 2 1963

Amount Paid \$79.00

Received O'Donnell  
Skamania County Treasurer

By Beverly J. Sullivan, Dep.

Alfred M. Johnson  
Seller

Fred V. Wilkins

Vera M. Wilkins  
Purchaser

Address: Carson, Washington

STATE OF WASHINGTON )  
County of Klickitat ) SS

On this day personally appeared before me ALFRED M. JOHNSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of September, 1963.

[Signature]  
Notary Public for Washington  
residing at White Salmon, therein.

STATE OF WASHINGTON )  
County of Skamania ) SS

On this day personally appeared before me TED V. WILKINS and VERA M. WILKINS, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of September, 1963.

[Signature]  
Notary Public for Washington  
residing at Stevenson, therein.