

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND made and entered into this 8<sup>th</sup> day of October, 1964, by and between CHARLES E. CLARK and LILLIAN M. CLARK, husband and wife, hereinafter referred to as Seller, and TOM C. PEMBERTON and GERTRUDE A. PEMBERTON, husband and wife, hereinafter referred to as Purchaser, WITNESSETH:

1. DESCRIPTION: For and in consideration of the agreements herein contained and payments made and to be made, the Seller agrees to sell to Purchaser, and Purchaser agrees to buy from the Seller, the following described real property with the appurtenances thereon, situated in Skamania County, Washington, to-wit:

All that portion of the Northeast Quarter of the Southwest Quarter (NE 1/4 - SW 1/4) of Section Thirty-Two (32), Township Two (2) North, Range Five (5) East of the Willamette Meridian, lying East of the North Fork and North of the East Fork of the Washougal River.

SUBJECT to easements, reservations and rights of way of record.

2. PURCHASE PRICE AND TERMS: The purchase price of the real property described herein is Twenty One Thousand Five Hundred and no/100 (\$21,500.00) Dollars, of which the sum of Five Thousand and no/100 (\$5,000.00) Dollars has been paid down, the receipt of which is hereby acknowledged. The balance of the purchase price shall be paid in the following manner: In regular monthly payments of One Hundred Fifty and no/100 (\$150.00) Dollars or more beginning November 1, 1964, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at six percent (6%) per annum, and from each payment shall first be deducted the interest to date and the balance shall be applied on the principal. Permission is granted to Purchaser to make larger payments at any time, or to pay this contract in full, and the interest shall immediately cease on all payments so made.

3. TITLE AND POSSESSION: It is understood that the Sellers are purchasing the property described herein pursuant to the terms and conditions of a Real Estate Contract dated December 14, 1963, from Ed M. Westhefer and Bernice F. Westhefer, husband and wife. Purchasers acknowledge receipt of a true copy of said Real Estate Contract and agree to perform fully all the terms and conditions of said contract. Purchasers shall be entitled to physical possession of the premises on October 15, 1964.

4. PLACE OF PAYMENTS AND ESCROW: All payments on this contract shall be made to the National Bank of Commerce, Camas, Washington, for the credit of the Seller or at such other place as the Seller may indicate in writing to the Purchaser. Seller shall deliver to said bank a Warranty Deed to the property to be placed in escrow and to be released upon payment in full of the above purchase price.

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: Seller and Purchaser agree that the taxes on the premises for the current year shall be prorated as of November 1, 1964. Purchaser agrees to insure the value of the buildings now on said premises to the full extent of their insurable value with a company acceptable to Seller and for the benefit of Seller, as his interest may appear, and shall deliver said evidence of said insurance to the Seller.

7. IMPROVEMENTS AND UPKEEP: Purchaser agrees that all improvements now 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 Seller. Purchaser shall not suffer to be committed, nor commit, any waste on said premises.

8. DEED AND TITLE INSURANCE: Upon completion of the payments to be made by Purchaser as provided in this contract, the Seller shall deliver to the Purchaser a warranty deed, conveying said premises to the Purchaser, and warranting the condition of the title of the Seller so as to vest good and marketable title in the Purchaser. The Seller further agrees to supply to the Purchaser within 10 days of the execution of this contract 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.

9. INSPECTION: The Purchaser agrees that full inspection of the premises described herein 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 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.

10. DESTRUCTION OF 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 under this contract.

11. 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, or any payment required under the contract of sale between Westhefer's and the Seller herein, the Seller may make such payment and any amount so paid by the Seller, together with interest thereon from the date of payment until repaid at the rate of ten percent (10%) per annum, shall be repayable by the Purchaser on demand, all without prejudice to any other rights the Seller might have by reason of such default.

12. FORFEITURE: Time is of the essence in 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 hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the Seller may elect to declare forfeiture and cancellation of the

contract and upon such election being made all rights of the Purchaser hereunder shall cease and terminate 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 addressed to the mailing address of the above described property or at such other address as the Purchaser shall indicate in writing to the Seller.

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

14. ATTORNEY'S 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, the Purchaser agrees to pay a reasonable sum as attorney's fees to the Seller 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 in duplicate this 3<sup>rd</sup> day of October, 1964.

No. 1507  
**TRANSACTION EXCISE TAX**  
**OCT 14 1964**  
 Amount Paid 21.50  
Michael O'Donnell  
 Skamania County Treasurer  
 By .....

Charles E. Clark  
 Charles E. Clark Seller

Lillian M. Clark  
 Lillian M. Clark Seller

John Pemberton  
 Pemberton Purchaser

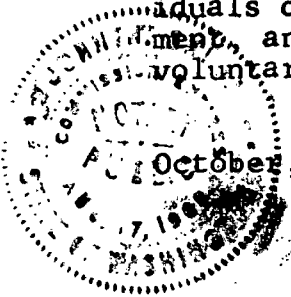
Arturo A. Pemberton  
 Pemberton Purchaser

STATE OF WASHINGTON )  
 ) ss.  
 County of Clark )

ON THIS DAY personally appeared before me, ~~CHARLES E. CLARK~~ and LILLIAN M. CLARK, 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 official seal this 3<sup>rd</sup> day of October, 1964.

John H. Skerius  
 NOTARY PUBLIC in and for Washington  
 Residing at Vancouver

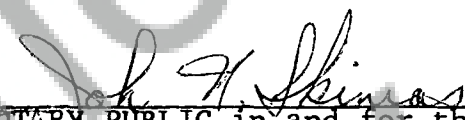


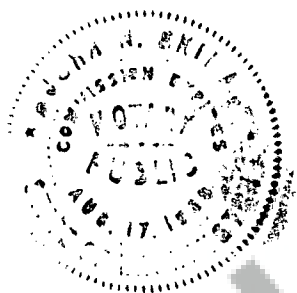
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STATE OF WASHINGTON )  
County of Clark ) SS.

ON THIS DAY personally appeared before me, CHARLES E. CLARK, husband of LILLIAN M. CLARK, 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.

GIVEN under my hand and official seal this 10th day of October, 1964.

  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Vancouver



Unofficial Copy