

REAL ESTATE CONTRACT

13th THIS CONTRACT FOR THE SALE OF LAND made and entered into this day of July, 1964, by and between LEONARD M. SEVILLE and BETTY M. SEVILLE, husband and wife, hereinafter referred to as the Sellers, and HUGH A. McBRIDE and EMMA LOU McBRIDE, husband and wife, hereinafter referred to as the Purchasers, WITNESSETH:

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

That portion of the Northwest Quarter of the Northeast Quarter of Section Nineteen (19); Township One (1) North, Range Five (5) East of the Willamette Meridian, described as follows:

BEGINNING at a point 1,760 feet West from the Northeast corner of the said Section 19; thence South 80 rods; thence West 880 feet; thence North 80 rods; *R* thence East to the point of beginning.
SUBJECT to easements and restrictions of record.

2. PURCHASE PRICE AND TERMS: The purchase price of the property described herein is Thirteen Thousand Five Hundred (\$13,500.00) Dollars, of which the sum of Two Thousand (\$2,000.00) Dollars, including earnest money, has been paid down, receipt of which is hereby acknowledged. The balance of the purchase price in the amount of Eleven Thousand Five Hundred (\$11,500.00) Dollars shall be paid as follows: The sum of Seventy (\$70.00) Dollars shall be paid on the first day of each month, commencing August 1, 1964, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. Interest at the rate of six per cent (6%) per annum is to commence on the date of closing of this transaction and the unpaid balance of the purchase price shall at all times bear interest in said amount, 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 Purchasers to make larger and additional payments at any time they shall desire and the interest shall immediately cease on all payments so made.

3. POSSESSION: Purchasers shall be entitled to physical possession of the premises on the date of closing of this transaction.

4. PLACE OF PAYMENTS AND ESCROW: It is understood and agreed that this contract shall be placed in escrow with the Bank of Washougal and payment on this contract shall be made by Purchasers at such banking institution for the credit of Sellers, and Sellers shall place in escrow a warranty deed to the above described premises to be kept in accordance with the instructions issued for the performance of this contract.

5. TAXES AND ASSESSMENTS: Purchasers agree 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 become a lien on the real estate. Sellers and Purchasers agree that the taxes on the premises for the current year shall be pro-rated as of the date of closing of this transaction.

6. INSURANCE: Purchasers shall at all times keep the premises insured to the full value thereof in a company acceptable to Sellers, for the benefit of Sellers, and shall deliver to the Sellers the insurance policy, renewals and premium receipts therefor.

7. IMPROVEMENTS AND UPKEEP: Purchasers shall maintain all improvements now on said premises in as good a state and condition of repair as the same now are, and Purchasers will not make any material alterations therein without the written consent of the Sellers. Purchasers agree that all improvements now or hereafter placed on said premises shall remain and shall not be removed and, further, Purchasers 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 Purchasers as provided in this contract, the Sellers shall deliver to the Purchasers a warranty deed, conveying said premises to the Purchasers and warranting title to the Sellers so as to vest good and marketable title in the Purchasers. Sellers further agree to supply to Purchasers a purchasers' policy of title insurance, insuring the purchasers to the full amount of purchase price herein against any defects of title, liens or encumbrances not specifically described in this contract within ten (10) days of the closing of this transaction.

9. INSPECTION: The Purchasers agree 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.

10. DESTRUCTION OF THE PREMISES: The Purchasers assume 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 land, or any part thereof, for a public use. In the event of destruction of the premises or the taking for a public use, the Purchasers shall not be in any manner relieved of any of the Purchasers' obligations under this contract.

11. DELINQUENT PAYMENTS: It is understood and agreed that in the event Purchasers shall fail to make any payment herein provided to be made by Purchasers, the Sellers may make such payments and any amount so paid by 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 the Purchasers on demand, all without prejudice to any other rights the Sellers might have by reason of such default.

12. FORFEITURE: Time is of the essence in this contract. In case the Purchasers 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 Sellers may elect to declare forfeiture and cancellation of the contract and upon such election being made, all rights of the Purchasers hereunder shall cease and terminate and any payments theretofore made hereunder by the Purchasers shall be retained by the 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 the Purchasers shall indicate in writing.

13. ALTERNATIVE RELIEF: Or the Sellers may elect to bring action or actions on any intermediate overdue installments or on any payment or payments, made by the Sellers and repayable by the Purchasers, and being stipulated that the covenant to pay intermediate installments or to pay items repayable by Purchasers are independent of the covenant to make a deed and that every such action is an acting 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 to not proceed otherwise as to any subsequent default. No waiver by the Sellers of any default shall be construed as a waiver of any subsequent default.

14. 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 intermediate installment or charge arising therefrom, the Purchasers agree to pay a reasonable sum as attorneys' fees to the Sellers and to pay all costs and expenses in connection with such suit; in addition, Purchasers agree 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 the day and year first above written.

No. 4415
TRANSACTION EXCISE TAX

JUL 17 1964

Amount Paid 135⁰⁰

Richard W. Seville
Skamania County Treasurer

By _____

Leonard M. Seville
LEONARD M. SEVILLE, Seller

Betty M. Seville
BETTY M. SEVILLE, Seller

Hugh A. McBride
HUGH A. McBRIDE, Purchaser

Emma Lou McBride
EMMA LOU McBRIDE, Purchaser

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me LEONARD M. SEVILLE and BETTY M. SEVILLE, 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.

Walter H. Fellman Jr.
NOTARY PUBLIC in and for the
State of Washington
Residing at Vancouver



[SEAL]

