


REAL ESTATE CONTRACT

This contract is made and entered into by and between Donald M. Goode and Jennie K. Goode, husband and wife, 6510 S. E. 32d, Portland, Oregon, hereinafter called "sellers", and Herbert Kiors and Vera E. Kiors, husband and wife, 902 West 43rd, Vancouver, Washington, hereinafter called "buyers".

It is mutually agreed as follows:

1. The sellers agree to sell to the buyers and the buyers agree to purchase from the sellers, all in accordance with the terms of this contract, the following described real estate situated in Skamania County, Washington, to-wit:



Beginning at a point marked by a $\frac{1}{2}$ -inch iron pipe located 400 feet South of the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 5 East, W.M.; thence East 250 feet, more or less, to the center of the channel of the Washougal River, the line passing through a $\frac{1}{2}$ -inch iron pipe at the top and edge of the steep bank of the river; thence South-Southwesterly along the center of the channel of the Washougal River to a point on an East-West line located 150 feet South of the point of beginning; thence West 170 feet, more or less, through a 1-inch steel rod at the top of the bank overlooking the river to a $\frac{3}{4}$ -inch iron pipe located 550 feet South of the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 34; thence North, along the center line of the Northwest Quarter of said Section 34, 100 feet to a 1-inch steel rod; thence North 80° West 65.5 feet, more or less, to a 1-inch steel rod located at the edge of the road; thence North-Northeasterly along the edge of the road 49 feet, more or less, to a $\frac{3}{4}$ -inch iron pipe located West of the point of beginning; thence East 40 feet, more or less, to the $\frac{1}{2}$ -inch iron pipe marking the point of beginning; Together with an easement for the right of ingress and egress over private roads presently established between such property and the public roads.

SUBJECT TO:

- a. Reservations and restrictive covenants more particularly described and set forth in deed dated June 8, 1955, and recorded August 17, 1955, at page 58 of Book 40 of Deeds, Records of Skamania County, Washington, executed by Eva King Flood and W. G. Flood to the grantors herein.
- b. Easements and rights of way, if any, for public roads over and across such real estate.

As a part of this sale transaction the sellers agreed to and they have already constructed a $\frac{3}{4}$ " water line from a source on the South side of the Washougal River to a point approximately five feet inside the property line of

the above described real estate, which line has been buried on the North side of the river and has been equipped with a drain and shut-off valve. The buyers have inspected this water line installation, accept it, and acknowledge that the sellers have fulfilled their obligation in this respect. The sellers will also grant to the buyers an easement for the maintenance and use of the said water line.

2. The buyers promise to pay to the sellers as the purchase price of the property described above the sum of Four Thousand (\$4,000.00) Dollars, to be paid as follows:

a. The sum of One Thousand (\$1,000.00) Dollars has been paid herewith, and receipt thereof is hereby acknowledged; and

b. The sum of Two Thousand (\$2,000.00) Dollars shall be paid on but not before January 2, 1966; and

c. The sum of One Thousand (\$1,000.00) Dollars shall be paid on but not before January 2, 1967.

d. The unpaid portion of the purchase price shall bear interest at the rate of $6\frac{1}{2}\%$ per annum from the date of this contract. Interest accrued to each of the installment dates noted above shall be due and payable on the installment dates respectively, in addition to the installment on the purchase price.

3. The buyers agree to pay before delinquency all taxes and assessments of every kind or nature that may hereafter become a lien upon the real estate described above. Taxes for 1965 have not been segregated between this and other property owned by the sellers, the total amount of which is \$26.01. The parties agree that the sum of \$4.00 shall be paid by the buyers as their portion of the taxes for 1965 on the property sold under this contract.

4. The buyers shall be entitled to possession immediately. The buyers have inspected the real estate described above and are satisfied with its condition. There are no improvements on such property now; but the buyers intend to make improvements thereon. All improvements constructed on such property shall become a part of the real property, but no damage or destruction thereof or taking by condemnation shall constitute a failure of consideration on the part

of the sellers. The buyers agree that in making improvements they will allow no liens to accrue or attach to the real property, and further agree that they will allow no liens to accrue against such real property from utilities served to or used upon the premises, or from any other cause.

5. Neither this contract nor any part hereof, nor any interest in the property covered by this contract, may be sold, mortgaged, pledged, assigned or transferred by the buyers, either voluntarily or by operation of law without the written consent of the seller; provided, however, that this contract shall be binding upon the heirs, legatees, executors and administrators of the parties hereto.

6. Time is the essence of this contract. In the event the buyers fail to make any payment provided for in this contract at the time the same shall fall due as herein provided, or within 30 days thereafter, or in the event the buyers fail to perform any other covenant or agreement contained in this contract when due or within thirty days after notice of default in such performance, the sellers may declare a forfeiture and cancellation of this contract, and thereupon all rights of the buyers under this contract shall end, and all payments theretofore made by the buyers shall be retained by the sellers as liquidated damages. In the alternative, the sellers may bring action on any intermediate overdue payment, or on any payment made by the sellers and repayable by the buyers, and no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the sellers of any default on the part of the buyers shall be construed as a waiver of any subsequent default.

7. In the event the sellers bring suit or action to enforce forfeiture of this contract, or to collect any overdue payment provided for herein, or to enforce any other covenant, stipulation or agreement contained herein, the buyers agree to pay the costs and expenses of such suit or action, including reasonable attorneys' fees to be fixed by the court in such suit or action.

8. The sellers have ordered a preliminary title report from Skamania County Abstract & Title Company. It is agreed that a purchaser's policy of title

insurance shall be obtained, based upon such title report, in the insuring amount of \$4,000.00, insuring the sellers' title as of the date of this contract, all at the buyers' cost. The sellers agree that they will promptly pay the real estate sales tax upon this contract. The sellers further agree that upon full compliance by the buyers with the terms of this contract, the sellers will execute and deliver to the buyers a warranty deed to the real estate described above, subject to the exceptions noted above, warranting the sellers' title as of the date of this contract, but not warranting against any liens or encumbrances incurred or suffered subsequent to the date of this contract. Road and water line easements may be conveyed by quit-claim and shall be deemed non-exclusive.

Dated this 10 day of May, 1965.

No.

1210

TRANSACTION EXCISE TAX

MAY 14 1965

Amount Paid 40.00Michael O'Donnell
Skamania County Treasurer

By

Sellers:

Donald M. Goode

Jennie K. Goode

Buyers:

Herbert Kiors

Vera E. Kiors

STATE OF WASHINGTON)

:ss

County of Clark)

On this day before me personally appeared Donald M. Goode and Jennie K. Goode, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS My hand and notarial seal this 10 day of May, 1965.

Donald Simpson
Notary Public in and for the state of
Washington, residing at Vancouver.

STATE OF WASHINGTON)

:ss

County of Clark)

On this day before me personally appeared Herbert Kiors and Vera E. Kiors, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS My hand and notarial seal this 10 day of May, 1965.

Donald Simpson
Notary Public in and for the state of
Washington, residing at Vancouver.