

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between RAY F. PARKER, a married man in his separate estate, hereinafter referred to as "Seller", and HAROLD W. ACKER, JR., and MARLENE C. ACKER, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

That portion of the East 2291 feet of the North half of the Southeast quarter of Section Thirty-two (32), Township Two (2) North, Range 5 East of the Willamette Meridian lying Northerly of the channel of the Washougal River and Southerly of the County Road known and designated as the Washougal River Road. EXCEPT the East 2091 feet thereof.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of FOUR THOUSAND DOLLARS (\$4,000.00) of which Purchaser has paid to Seller the sum of Six hundred dollars (\$600.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price shall be due and payable in monthly installments of SEVENTY-FIVE DOLLARS (\$75.00) commencing on July 18, 1965, and continuing on the same day of each month thereafter until the full purchase price and interest thereon is paid in full. The deferred balances of the purchase price shall bear interest from month to month computed from the date of this contract at the rate of seven percent (7%) per annum, and the monthly installments herein provided shall be first applied in payment of such interest accruing from month to month and the balance of the same shall be credited to the principal. Purchaser shall be privileged to make larger or additional payments than herein provided and is privileged to retire the entire balance of the purchase price at any time, but no such payments in addition to the payments as hereinabove provided shall be made prior to January 1, 1966.

2. ASSIGNMENT: Purchaser covenants that he will not assign, transfer, sell, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the prior written consent of the Seller.

3. TAXES: Seller warrants that the real property taxes levied on the property are paid through the year 1965, and Purchaser covenants to seasonably pay such taxes and any other governmental or municipal assessments hereafter levied on the property during the

the performance of this contract.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the property upon the execution and delivery of this contract and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that the contract is being performed. Purchaser covenants to use the premises in a lawful manner, to commit no waste thereon, and to maintain the same in a clean and sanitary condition. Purchaser covenants to seasonably pay all charges to said premises for repairs, improvements, utilities, or otherwise, to the end that no liens for such charges shall attach to the premises. In event Purchaser shall fail or neglect to make any such payments for taxes, repairs, utilities, improvements or other charges which in the opinion of the Seller may attach as a lien to said premises, then Seller may, at his election, make such payments and any amounts so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Seller covenants upon the complete performance of this contract to deliver to Purchaser a warranty deed conveying the property as hereinabove described to Purchaser free and clear of all liens or encumbrances as of the date of this contract, but Seller shall not be required to warrant against any liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the date of this contract. Seller further agrees upon such payment and performance of the within contract to furnish to Purchaser a policy of title insurance insuring the title to said premises in the amount of the purchase price.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative, bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to the mailing address of the premises, or to such other address as Purchaser may designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 30<sup>th</sup> day of June, 1965.

Ray F. Parker  
Ray F. Parker

Harold W. Acker, Jr.  
Harold W. Acker, Jr.

Marlene C. Acker  
Marlene C. Acker

S E L L E R

**TRANSACTION EXCISE TAX**

P U R C H A S E R

STATE OF WASHINGTON )

JUL 7 1965

Amount Paid 40.00

COUNTY OF CLARK )

SS Niedel O'Donnell  
Skamania County Treasurer

By \_\_\_\_\_

On this day personally appeared before me RAY F. PARKER, 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.

June GIVEN under my hand and official seal this 30<sup>th</sup> day of \_\_\_\_\_, 1965.

Jefferson D. ...  
Notary Public in and for the State  
of Washington;  
Residing at Camas, therein.

