

66166

REAL ESTATE CONTRACT

THIS CONTRACT for the sale of real property made and entered into by and between DALE D. BAJEMA and M. RUTH BAJEMA, husband and wife, and KENNETH M. BAJEMA and MARCU G. BAJEMA, husband and wife, herein-after designated as "Sellers", and WILLIAM L. JACOBS, a single person, hereinafter designated as "Buyer",

W I T N E S S E T H:

That Sellers agree to sell to Buyer, and Buyer agrees to purchase of the Sellers the real property hereinafter described on the terms and conditions set forth in this contract.

1. Description of Real Property: The land herein conveyed is situate in the County of Skamania, State of Washington and described as follows:

That portion of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 3, Township 1 North, Range 5 E.W.M., described as follows:

Beginning at a point 470.5 feet South of the Northeast corner of the SE1/4 of the SW1/4 of the said Section 3; thence West 605.8 feet to a point on the East line of the old Cascade Road; thence along the Easterly line of said old Cascade Road North 52° West 109.6 feet; thence North 39°43' West 168 feet; thence North 27°53' West 182 feet to intersection with the center of the county road known and designated as the Cape Horn Road; thence Southerly along the center line of said Cape Horn Road to the South line of said Section 3; thence East 280 feet, more or less, to intersection with the center of State Secondary Highway No. 8-B; thence Northerly and Easterly following the center of State Secondary Highway No. 8-B to intersection with the East line of the SW1/4 of the said Section 3; thence North to the point of beginning; EXCEPT a tract of land conveyed to Grace Mackey by deed dated July 12, 1929, and recorded at page 223 of Book W of Deeds, Records of Skamania County, Washington; AND SUBJECT TO easements and rights of way for existing public roads.

No.

TRANSACTION EXCISE TAX

DEC 30 1965

Amount Paid \$75.00

Michael O'Donnell

Skamania County Treasurer

By *William L. Jacobs, Jr.*

2. Price and Payment: The purchase price of the above described property is the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$7500.00) DOLLARS of which the sum of SIX HUNDRED AND NO/100 (\$600.00) DOLLARS has been paid by Buyer, receipt of which is hereby acknowledged, and the balance of \$6900.00 shall be paid as follows: The sum of SIXTY AND NO/100 (\$60.00) DOLLARS, or more, per month, including interest at the rate of six and one-half (6-1/2%) percent per annum on all deferred balances. Said install-

1 ments to commence on the 15th day of November, 1965, then continuing on the
2 15th day of each and every month thereafter until the full amount of the purchase
price and interest have been paid.

3 3. Taxes: The real property taxes for 1965 shall be pro-rated as of the
4 date of possession, and Buyer assumes and agrees to pay, before delinquency,
all subsequent taxes and assessments as may, between Sellers and Buyer here-
5 after become a lien upon the property being sold.

6 4. Assumption of Risk and Insurance: The Buyer assumes all hazards
of damage to or destruction of the personal property and improvements and
7 buildings now upon the land sold herein, or hereafter to be placed thereon.
Buyer shall keep the buildings and improvements upon the property sold herein
8 insured to their full insurable value against loss or damage by fire for the bene-
fit of Sellers, said fire insurance to be carried in a company acceptable to the
9 Sellers, and the insurance policies shall be delivered to Sellers. The present
insurance on the above described premises shall be pro-rated.

10 5. Inspection: Buyer agrees that full inspection of the herein described
11 premises has been made and that neither the Sellers nor assigns shall be held
to any covenant respecting the condition of said premises unless the covenant
12 or agreement relied upon be in writing and attached to and made a part of this
contract.

13 6. Possession: The Buyer shall have the right to the possession of the
14 property described herein from and after October 15, 1965, Provided, however,
that the Buyer shall, upon default hereunder and upon demand of the Sellers,
15 surrender to Sellers peaceable possession of said premises and personal prop-
erty sold hereunder.

16 7. Deed and Title Insurance: Upon payment of the purchase price in full,
17 Sellers will furnish to Buyer a policy of title insurance showing a good and mar-
ketable title and deliver to Buyer a good and sufficient warranty deed conveying
18 the premises hereinabove described to Buyer, Provided that they shall not war-
rant against any encumbrances or liens placed against said premises by Buyer.

19 8. Default: Time is of the essence of this contract. In the event the Buyer
20 shall fail to make any payments on said purchase price promptly at the time the
same shall fall due as hereinbefore specified, or promptly to perform any covenant
21 or agreement aforesaid, the Sellers may elect to declare a forfeiture and can-
cellation of this contract and upon such election being made, all rights of the
22 Buyer hereunder shall cease and determine and any payments heretofore made
hereunder by the Buyer shall be retained by Sellers in liquidation of all damages
23 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 at the following address, to-wit:

24 _____, or at such other address as the Buyer may indicate in
writing to the Sellers. Or the Sellers may elect to bring action, or actions, on
25 any intermediate over due installment, or on any payment, or payments made
by the Sellers and repayable by purchaser, it being stipulated that the covenant
26 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
27 action arising on contract for the recovery of money only, as if the promise to
pay had been expressed in a different instrument, and that no such action shall
28 constitute an election not to proceed otherwise as to any subsequent default,

page 3: Real Estate Contract, Bajema--Jacobs

and no waiver by the Sellers of any default on the part of the Buyer shall be construed as a waiver of any subsequent default.

9. Attorney's Fees on Suit: In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in such suit.

10. Assignment: This contract shall not be assigned by Buyers without the written consent of Sellers endorsed hereon in writing and any assignment hereof shall not relieve the assignor from his obligations assumed hereunder.

11. Waste: The Buyer covenants and agrees that he will commit no waste on the above described premises, will not cut the merchantable timber on said premises unless Buyer has received a written agreement of Sellers to do so, and then only upon full payment of all proceeds from said timber sale being applied on the purchase price of this contract.

12. Sale of Part of Property: The parties covenant and agree that the proceeds from the partial sale of any of the above described property must be consented to by the Sellers and Sellers will receive all the proceeds from any partial sale of the above described property, including right of way sale for road purposes to the County or State, with the proceeds from any such sale to be applied on the balance owed on this contract.

IN WITNESS WHEREOF the parties have executed this instrument in duplicate this 15th day of ~~October~~ November, 1965.

William Jacobs
BUYER

M. Ruth Bajema
Marcus H. Bajema
SELLERS

STATE OF WASHINGTON)
COUNTY OF Grant) ss.

On this day personally appeared before me Dale D. Bajema and M. Ruth Bajema, 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 8th day of November, 1965.

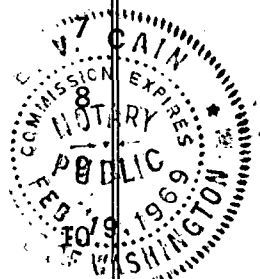
Arthur H. Harker
Notary Public in and for the State of
Washington: residing at Copeland

page 4: Real Estate Contract, Bajema--Jacobs

1 STATE OF WASHINGTON)
2 COUNTY OF Yakima) ss.

3 On this day personally appeared before me Kenneth M. Bajema and Marcu
4 G. Bajema, to me known to be the individuals described in, and who executed
5 the within and foregoing instrument, and acknowledged that they signed the same
6 as their free and voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this 19th day of Nov., 1965.

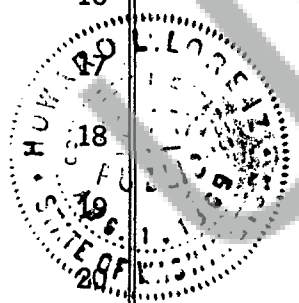


E. V. Cain
Notary Public in and for the State of
Washington: residing at Wapato

11 STATE OF WASHINGTON)
12 COUNTY OF CLARK) ss.

13 On this day personally appeared before me William L. Jacobs, to me known
14 to be the individual described in and who executed the within and foregoing in-
15 strument, and acknowledged that he signed the same as his free and voluntary
16 act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of October, 1965.



Howard L. Rouss
Notary Public in and for the State of
Washington; residing at Camas, therein.

21
22
23
24
25
26
27
28