

REAL ESTATE CONTRACT

THIS AGREEMENT made this day between GEORGE J. EGGLESTON AND THELMA EGGLESTON, husband and wife, hereinafter called "Sellers" and FRITZ W. TIETZ and VELMA I. TIETZ, husband and wife, Route 2, Box 288, Washougal, Washington, hereinafter called "Buyers",

WITNESSETH:

I

PREMISES SOLD: That the Sellers will sell to the Buyers, their heirs, and assigns, and Buyers will buy of the Sellers, her heirs, executors, administrators and assigns, the following described real property situate in Skamania County, Washington, with appurtenances thereunto belonging on the following terms and conditions:

That portion of the east 391 feet of the North Half of the Southeast Quarter ($N\frac{1}{2} SE\frac{1}{4}$) of Section 32, Township 2 North, Range 5 E.W.M., which lies 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 291 feet thereof.

EXCEPT ALSO easements and right of ways for public roads.

II

PURCHASE PRICE: The purchase price for said real property is the sum of Three Thousand and no/100 Dollars (\$3,000.00), of which the Buyers have paid unto the Sellers the sum of \$500.00, receipt of which is hereby acknowledged by the Sellers, and the balance of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) shall be paid in monthly installments of \$50.00, or more, commencing on the 1st day of September, 1966, with a like installment due on the 1st day of each month thereafter until the balance of the purchase price, together with interest is paid in full.

All payments shall include interest on the unpaid balance owed from time to time at the rate of six (6%) per cent per annum computed from the date of this contract until said balance of principal and interest has been paid in full.

Buyers reserve the right to pay the balance due on this Contract in full at any time without penalty.

III

POSSESSION: It is understood and agreed that possession to said premises shall be delivered to Buyers as of the date of this Contract.

IV

TAXES: It is agreed that Buyers shall not be obligated to Sellers accrued real estate taxes for the year 1966 paid by Sellers.

V

BUYERS' COVENANTS: Buyers covenant and agree to the following terms and conditions, to-wit: To make the payments above agreed to promptly, in the manner and on the dates above named; to make or permit

5475

TRANSACTION EXCISE TAX

AUG 12 1966

Amount Paid \$30.00

Millard O'Donnell

Skamania County Treasurer

By Beverly J. Balligo, Secy.

no unlawful, offensive or improper use of said premises or any part thereof; and to pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Sellers in and to said property.

VI

SELLER'S COVENANTS: The Sellers agrees that when the Buyers shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the Sellers to or for the benefit of the Buyers or for the protection of the property or of this Contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this Contract to make, execute and deliver to the Buyers or assigns a good and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances, except those of record mentioned herein, and it is understood and agreed that the warranties of said deed shall, after the date of this Contract, apply only to the acts of the Sellers and shall not include any taxes or assessments which may have become a lien after the date of this Contract. Sellers covenant and agree to furnish to Buyers a policy of title insurance insuring their legal title to said real estate within ninety (90) days of this contract and upon delivery of said policy to Buyers, Sellers shall be under no further obligation to insure Buyers interest in the afore-described premises.

VII

ASSIGNMENT: It is agreed that no assignment of this Contract nor any contract to assign this Contract and no contract whereby the title or possession of the above described real estate shall be transferred, shall be valid unless the same shall be consented to by the Sellers in writing, and any attempted assignment, contract to assign, or contract to transfer the title or possession of said premises, by the Buyers, shall be void unless consented to as above provided.

VIII

FORFEITURE: Time is of the essence of this Contract, and if the Buyers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this Contract null and void; and if the Buyers shall fail to make good such default within fifteen (15) days after the Sellers shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Buyers or mailing same by registered or certified mail to said Buyers at their last known address or to the address given on this Contract, at the Seller's option, then, and in that event, all of the rights under this Contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revert in, the Sellers without further action on the part of the Sellers and without any right of the Buyers to reclamation or compensation for money paid, or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money therefore paid to the Sellers under this Contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Sellers in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the Sellers for the Buyers' failure to complete this Contract.

IX

COURT COSTS AND ATTORNEYS' FEES: In any action by the Sellers to procure an adjudication of the termination of Buyers' rights under this

Real Estate Contract

Page 3

Contract or to recover any intermediate installments or any advances repayable to Sellers, or in any action to recover the unpaid balance on this Contract or to enforce any other rights of Sellers hereunder, Buyers agree to pay Sellers the expenses incurred in searching the title for the purpose of such action, together with all costs and a reasonable attorney's fees.

X

REPRESENTATIONS: Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, shall be binding on the Sellers unless expressly contained herein.

XI

WAIVER: No assent, expressed or implied, by Sellers to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 8th day of August, 1966.

George Eggleston

Fritz W. Tietz

Thelma R Eggleston
SELLERS

SELLERS

Velma J. Zieg
BUYERS


BUYERS

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me GEORGE J. EGGLESTON and THELMA EGGLESTON, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of August, 1966.

August, 1966.



Notary Public in and for the State of
Washington, Residing at Camas.

Notary Public in and for the State of
Washington, Residing at Camas.

