

## REAL ESTATE CONTRACT

This Contract, made this first day of May, 1966, between RAYMOND G. MOORE and NITA H. MOORE, husband and wife, hereinafter called the seller, and JOHN C. SNYDER and ROBERT L. SNYDER, as equal tenants in common, and their respective wives, LUELLA WRIGHT SNYDER and REGINA S. SNYDER, hereinafter called the purchaser,

## W I T N E S S E T H:

The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, State of Washington:

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 16, Township 3 North, Range 10 E. W. M.;

EXCEPT the following described tract of land: Beginning at the northeast corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 16; thence south along the east line of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  aforesaid 457.06 feet; thence north 85° 08' west 324 feet; thence north 02° 16' east 429.9 feet to intersection with the north line of the SE $\frac{1}{4}$  of the said Section 16; thence east along the north line of the SE $\frac{1}{4}$  aforesaid 305.82 feet to the point of beginning; said excepted tract containing 2.88 acres, more or less;

Free of encumbrances, EXCEPT easement and right of way for county road.

On the following terms and conditions: The purchase price is Eleven Thousand and No/100 (\$11,000.00) Dollars, of which Two Thousand Seven Hundred Fifty and No/100 (\$2,750.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of Eight Thousand Two Hundred Fifty and No/100 (\$8,250.00) Dollars in annual installments of One Thousand Thirty-One and 25/100 (\$1,031.25) Dollars, or more, commencing on the first day of May, 1967, and on the first day of each and every May thereafter until the full amount of the purchase price together with the interest hereinafter specified shall have been paid. In addition to the annual installments of the unpaid purchase price aforesaid the purchasers agree to pay interest at the rate of six per-cent (6%) per annum semi-annually on the first days of each November and May hereafter, and said interest shall be computed on the unpaid balance of the purchase price. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay any part or all of the unpaid purchase price, plus interest, then due.

The purchaser may enter into possession on May 1, 1966.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per-cent (10%) per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of encumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy on or prior to June 1, 1966, insuring the title to said property with liability the same as the above purchase price, free from encumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

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Immediately upon the execution of this contract the seller agrees to execute and deposit in escrow at the Columbia Gorge Bank, Stevenson, Washington, a warranty deed as above described to be delivered when the purchaser shall have performed this contract and shall have paid all sums becoming due under the provisions hereof. The escrow agent is hereby authorized by the seller to purchase the required federal and state revenue stamps out of the final payment made hereunder before crediting the same to the account of the seller, and to attach such stamps to the warranty deed prior to delivery to the purchaser. The seller and the purchaser each shall pay one-half of all escrow fees charged by the Columbia Gorge Bank.

Time is the essence of this contract and an essential part thereof, and it is agreed that no right, title or interest in or to said premises shall vest in purchaser by virtue of this instrument until all of the payments herein specified shall have been made and the covenants herein performed. Further, should purchaser fail to pay the whole or any part of the sums herein mentioned, or interest thereon, within the time and on or before the dates herein specified, or fail to observe or do any of the acts or things by them according to the terms of this agreement to be observed or done, and if the purchaser shall fail to make good such default within fifteen (15) days after the seller shall have served a written notice by delivering said notice to the purchaser personally or mailing same by certified or registered mail to purchaser at 1804 D Street, Pullman, Washington, or such other address as purchaser may give to seller in writing, then and in that event seller may either:

- (a) Declare this contract forfeited, whereupon all rights of purchaser hereunder shall cease and terminate, and all monies paid hereunder shall be retained by the seller as liquidated damages and rentals for the term the premises have been occupied by purchaser; or
- (b) Declare the entire balance of the purchase price immediately due and payable; or
- (c) Elect to bring action on any overdue installment or payment made by seller and repayable by purchaser, it being stipulated that the covenant to pay such sums by purchaser is independent of the covenant

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to deliver a deed and each such action is an action arising on contract for the payment of money only the same as if this promise to pay had been expressed in a different instrument, and no such action shall constitute an election not to proceed otherwise by forfeiture or acceleration on any subsequent default.

PROVIDED always, that no forfeiture or acceleration shall be declared hereunder for failure to pay a monthly installment so long as the total monies paid hereunder shall equal the minimum contract installments and accrued interest to the date of the defaulted installment.

In the event of any suit to enforce any provision of this contract, including forfeiture, wherein a judgment is rendered for seller, purchaser agrees to pay seller a reasonable attorney's fee and costs of title search in addition to other costs and disbursements allowed by law, and further agrees that the venue of any such suit may be in Skamania County, Washington. In the event purchaser becomes delinquent under this contract and should seller give a notice of intention to declare a forfeiture as herein provided, then and in that event purchaser agrees to pay seller the sum of Twenty-Five and No/100 (\$25.00) Dollars for preparation and service or mailing of each such notice, which sum shall immediately become due and payable and seller may add the same to the unpaid balance of this contract.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

Raymond G. Moore (SEAL)  
RAYMOND G. MOORE  
Nita H. Moore (SEAL)  
NITA H. MOORE

John C. Snyder (SEAL)  
JOHN C. SNYDER  
Luella Wright Snyder (SEAL)  
LUELLA WRIGHT SNYDER  
Robert L. Snyder (SEAL)  
ROBERT L. SNYDER  
Regina S. Snyder (SEAL)  
REGINA S. SNYDER

5400  
No.  
**TRANSACTION EXCISE TAX**  
MAY 31 1966  
Amount Paid \$ 11.00  
Mildred O. Danwell  
Skamania County Treasurer  
By .....

SELLER

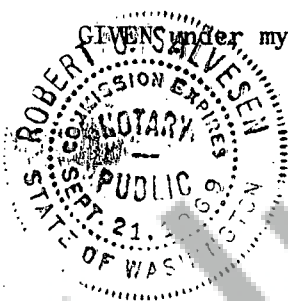
PURCHASERS

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STATE OF WASHINGTON )  
County of Skamania ) ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 28th day of May, 1966, personally appeared before me RAYMOND G. MOORE and NITA H. MOORE, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



*Robert G. Salvesen*

Notary Public, in and for the State of Washington, residing at Stevenson therein.

