

REAL ESTATE CONTRACT

THIS CONTRACT for the sale of real property made and entered into by and between GEORGE E. PATTON and LUELLA B. PATTON, husband and wife, hereinafter designated as "Sellers", and GERALD G. DILLEY and BARBARA J. DILLEY, husband and wife, hereinafter designated as "Buyers",

WITNESSETH:

That Sellers agree to sell to Buyers, and Buyers agree 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:

Lots 5, 6, 7, 8, 9, 10 and 11 of WASHOUGAL SUMMER HOME TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, in Section 31, Township 2 North, Range 5 E. W.M.

2. Price and Payment: The purchase price of the above described property is the sum of THIRTEEN THOUSAND THREE HUNDRED AND NO/100-- (\$13,300.00) DOLLARS, of which the sum of TWO THOUSAND AND NO/100-- (\$2000.00) DOLLARS has been paid by Buyers, receipt of which is hereby acknowledged, and the balance of \$11,300.00 shall be paid as follows: The sum of FIFTY FIVE AND NO/100 (\$55.00) DOLLARS, or more, per month, including interest at the rate of Six (6%) percent per annum on all deferred balances. Said installments to commence on the 1st day of June, 1966, then continuing on the 1st day of each and every month thereafter until the full amount of the purchase price and interest have been paid.

In addition to the payments above specified, Buyers have a home which is listed for sale being located at 3341 "J" Street, Washougal, Washington, and when said home is sold, Buyers covenant and agree to pay an additional sum \$4000.00 on the principal balance owed on this contract at the time of sale.

3. Deed to part of Property: Upon the payment of the lump sum of \$4000.00 heretofore specified on the sale of the Buyers' home in Washougal, Washington, the Sellers will execute and deliver to Buyers a statutory warranty deed on the two seventy-five foot lots on the East end of the above described property.

4. Taxes: The real property taxes will be pro-rated as of June 1, 1966, and the Buyers assume and agree to pay before delinquency all subsequent taxes and assessments as may between Sellers and Buyers hereafter become a lien upon the property being sold.

5. Assumption of Risk and Insurance: The Buyers assume all hazards of damage to or destruction of the personal property, improvements and buildings

1 now upon the land sold herein, or hereafter to be placed thereon. Buyers shall
2 keep the buildings and improvements upon the property sold herein insured to
3 their full insurable value against loss or damage by fire for the benefit of Sellers,
said fire insurance to be carried in a company acceptable to Sellers, and the
insurance policies shall be delivered to Sellers.

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

7 7. Possession: The Buyers shall have the right to possession of the pro-
8 perty described herein from and after _____, Provided, how-
ever, that the Buyers shall, upon default hereunder, and upon demand of the
9 Sellers, surrender to Sellers peaceable possession of said premises and personal
property sold hereunder.

10 8. Deed and Title Insurance: Sellers have furnished to Buyers a purcha-
11 ser's policy of title insurance showing a good and marketable title and upon pay-
ment of the purchase price and interest, as herein provided, Sellers shall exe-
12 cute and deliver to Buyers a good and sufficient warranty deed conveying the
premises hereinabove described to Buyers, provided that they shall not warrant
13 against any encumbrances or liens placed against said premises by Buyers.

14 9. Default: Time is of the essence of this contract. In the event the Buyers
shall fail to make any payments on said purchase price promptly at the time the
15 same shall fall due as hereinbefore specified, or promptly to perform any cove-
nant or agreement aforesaid, the Sellers may elect to declare a forfeiture and
16 cancellation of this contract and upon such election being made, all rights of the
Buyers hereunder shall cease and determine and any payments heretofore made
17 hereunder by the Buyers shall be retained by Sellers in liquidation of all da-
mages sustained by reason of such failure. Service of all demands, notices or
18 other papers with respect to such declaration of forfeiture and cancellation may
be made by registered mail at the following address, to-wit: Washougal, Washing-
19 ton, or at such other address as the Buyers may indicate in writing to the Sel-
lers. Or the Sellers may elect to bring action, or actions, on any intermediate
20 overdue installment, or on any payment, or payments made by the Sellers and
repayable by purchasers, it being stipulated that the covenant to pay intermed-
21 iate installments or to pay items repayable by the purchasers, are independent
of the covenant to make a deed and that every such action is an action arising on
22 contract for the recovery of money only, as if the promise to pay had been ex-
pressed in a different instrument, and that no such action shall constitute an
23 election not to proceed otherwise as to any subsequent default, and no waiver
by the Sellers of any default on the part of the Buyers shall be construed as a
24 waiver of any subsequent default.

25 10. 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
26 therefrom, the purchasers agree to pay a reasonable sum as attorney's fees
and all costs and expenses in connection with such suit, and also the reasonable
27 cost of searching records, which sums shall be included in any judgment or
decree entered in such suit.

28 11. Assignment: This contract shall not be assigned by Buyers without

page 3: Real Estate Contract, Patton--Dilley

the written consent of Sellers endorsed hereon in writing and any assignment hereof shall not relieve the assignors from their obligations assumed hereunder. Buyers will cut no trees unless they are extremely dangerous or in the way of building.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate this 27th day of May, 1966.

Gerard G. Waller

George E Patton

Barbara D. Willey
BUYERS

Locally Produced
SELLERS

STATE OF WASHINGTON)
 : ss.
COUNTY OF CLARK)

On this day personally appeared before me George E. Patton, Luella B. Patton, Gerald G. Dilley and Barbara J. Dilley, 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 27th day of May, 1966.

TRANSACTION EXCISE TAX

MAY 31 1966

Amount Paid...133.00

Skamania County Treasurer

By

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

