

REAL ESTATE CONTRACT

THIS CONTRACT for the sale of real property made and entered into by and between FLOYD GARDNER and RUBY GARDNER, husband and wife, hereinafter referred to as "Sellers", and CARL J. NAGEL and MELVA M. NAGEL, husband and wife, hereinafter referred to as "Buyers",

W I T N E S S E T H:

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:

All that portion of the Southwest Quarter (SW1/4) of Section 6, Township 1 North, Range 5 E. W. M., lying Southerly of the Bell Center Road designated as County Road No. 4, EXCEPT that portion thereof lying Easterly of the Marrin-Didier Road designated as County Road No. 125;

SUBJECT TO: Easements and rights of way of record.

ALSO: The North half of the Northwest Quarter (N1/2 NW1/4) of Section 7, Township 1 North, Range 5 E. W. M., EXCEPT the South 882 feet thereof, AND EXCEPT that portion thereof lying Easterly of the Marrin-Didier Road designated as County Road No. 125.

SUBJECT TO: Easements and rights of way of record.

2. Price and Payment: The purchase price of the above described property is the sum of SEVEN THOUSAND AND NO/100 (\$7000.00) DOLLARS, of which the sum of \$300.00 has been paid by Buyers, receipt of which is hereby acknowledged, and the balance of \$6700.00 shall be paid as follows: The sum of FIFTY AND NO/100 (\$50.00) 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 installments to commence on the first day of May, 1967, then continuing on the first day of each and every month thereafter until the full amount of the purchase price and interest has been paid.

3. Taxes: The real property taxes for 1967 shall be pro-rated as of April 1, 1967, and the Buyers assume and agree to pay before delinquency all other taxes and assessments as may, between Sellers and Buyers hereafter become a lien upon the property being sold.

4. Inspection: Buyers agree that full inspection of the herein described 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 or agreement relied upon be in writing and attached to and made a part of this contract.

5. Possession: The Buyers shall have the right to the possession of the property described herein from and after April 1, 1967, Provided, however,

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that the Buyers shall, upon default hereunder, and upon demand of the Sellers, surrender to Sellers peaceable possession of said premises.

6. Deed and Title Insurance: Sellers have furnished Buyers with a purchaser's policy of title insurance and upon payment of the purchase price and interest, as herein provided, the Sellers shall execute a good and sufficient warranty deed conveying the premises hereinabove described to Buyers, Provided, that they shall not warrant against any encumbrances or liens placed against said premises by Buyers.

7. Default: Time is of the essence of this contract. In the event Buyers 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 or agreement aforesaid, the Sellers may elect to declare a forfeiture and 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 hereunder by the Buyers shall be retained by Sellers in liquidation of all damages 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: Washougal, Washington, or at such other address as the Buyers may indicate in writing to the Sellers. Or the Sellers may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments made by the Sellers and repayable by purchasers, it being stipulated that the covenant to pay intermediate 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 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 constitute an 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 waiver of any subsequent default.

8. 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 Buyers agree 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.

9. 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 assignors from their obligations assumed hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate this 10th day of April, 1967.

5422
TRANSACTION EXCISE TAX

APR 26 1967

Amount Paid \$72.00
Richard O. Russell
 Skamania County Treasurer

Floyd Gardner

Ruby Gardner

SELLERS

Carl J. Nagel

Melvin M. Nagel

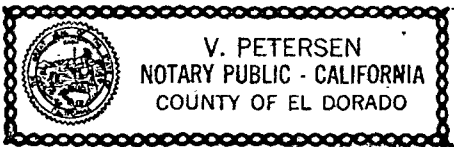
BUYERS

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STATE OF CALIFORNIA)
: ss.
COUNTY OF El Dorado)

On this day personally appeared before me Floyd Gardner and Ruby Gardner, 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 set forth.

GIVEN under my hand and official seal this 10th day of April, 1967.



V. Petersen
Notary Public in and for the State of California; residing at Placerville
My Commission expires:

~~My Commission Expires February 15, 1970~~
My Commission Expires February 15, 1970

