

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between JUANITA W. AHRENDT SMALLEY, a married woman in her separate estate, hereinafter referred to as "Seller", and THOMAS W. DOWNEY and JULIA A. DOWNEY, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises", or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

A tract of land located in the Southeast quarter of the Southwest quarter of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of the Southeast quarter of the Southwest quarter of the said Section 18; thence East 408 feet; thence North 560 feet; thence West 408 feet; thence South 560 feet to the point of beginning.

SUBJECT TO public roads and easements as now appearing of record.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of TEN THOUSAND DOLLARS (\$10,000.00) of which Purchaser has paid to Seller the sum of Five hundred dollars (\$500.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$9,500.00 shall be due and payable in monthly installments of NINETY FIVE DOLLARS (\$95.00) (including taxes and insurance as hereinafter provided), or more at purchaser's option, commencing on July 1, 1967, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining monthly balances of the purchase price shall bear interest from June 1, 1967, computed at the rate of seven percent (7%) per annum, and the monthly payments aforesaid shall be first applied in payment of such interest accruing from month to month, and the balance of the same shall be credited to the principal; provided however, that the balance of the purchase price shall be paid in full within eight years of the date of this contract.

2. ASSIGNMENT: Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the prior written consent of the Seller.

3. INSURANCE AND TAXES: Seller warrants that the real property taxes levied on the property are paid through the year 1967, and

such taxes for the current year 1967, and such taxes for the current year shall be prorated between the parties as of June 1, 1967. Such annual real property taxes levied on the property in subsequent years during the performance of this contract shall be paid by Seller, and Seller will pay the premiums required to keep the dwelling on the property insured against fire and extended coverage to the insurable value of the same, with proceeds of such insurance payable to the parties as their interests shall appear. Such amounts so paid by Seller for such annual real property taxes and insurance premiums shall, however, be added to the balance of this contract as of the date of each such payment, and if such annual taxes or insurance premiums shall be hereafter increased, then, at Seller's option, the monthly installments herein shall be increased in an amount approximately equaling one-twelfth (1/12) of any such annual increase in such taxes and/or insurance premiums. All such policies of insurance and the renewals of the same shall be and remain in the possession of Seller. If Purchaser shall desire at any time to increase the amount of any such insurance coverage, then notice thereof shall be given to Seller in writing. Purchaser covenants to seasonably pay any other governmental or municipal assessments hereafter levied on the property. In the event of such insurable loss or damage to the property and the payment of insurance proceeds to Seller as aforesaid, then any such sums so paid to Seller shall be credited upon the unpaid balances of this contract.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the property by June 1, 1967, and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that the contract is being performed. Purchaser covenants to use the premises in a lawful manner, to commit no waste thereon, to keep the premises and improvements thereon in a clean and sanitary condition and in a good state of repair, and to refrain from performing any material alterations to the premises or the buildings thereon except with Seller's prior consent. Purchaser covenants to seasonably pay all charges, to said premises for repairs, utilities, improvements, and otherwise, to the end that no liens for the same shall attach to said premises. In event Purchaser shall fail or neglect to make any such payments for repairs, utilities, improvements, or other charges which in the opinion of Seller may attach as a lien to said premises, or if Purchaser shall fail to properly maintain or repair the premises or the buildings thereon, then Seller may, at his election, make any such payments or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Legal title to the property herein shall be and remain in Seller until the final payment and performance of this contract. Upon such final payment and performance of the within contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the real property as hereinabove described to Purchaser free of liens or encumbrances as of the date of this contract except as may be noted above. Seller shall not be required to warrant against any such liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the date of this contract. Seller further agrees to furnish to Purchaser as soon as procurable following the execution of this contract a policy of title insurance insuring Purchaser's equity in the property pursuant to this contract.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative, bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to the mailing address of the premises, or to such other address as Purchaser may designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 18<sup>th</sup> day of May, 1967.

Juanita W. Ahrendt Smalley  
Juanita W. Ahrendt Smalley

Thomas W. Downey  
Thomas W. Downey

Julia A. Downey  
Julia A. Downey

S E L L E R

P U R C H A S E R

STATE OF WASHINGTON )

COUNTY OF CLARK )

**RECORDATION EXCISE TAX**

MAY 31 1967

Amount Paid 1.00.00  
Michael O'Donnell  
Skamania County Treasurer

By .....

On this day personally appeared before me JUANITA W. AHRENDT

SMALLEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18<sup>th</sup> day of May, 1967.

*Jefferson D. Davis*  
Notary Public in and for the State  
of Washington;  
Residing at Camas, therein.



STATE OF WASHINGTON            )  
  )   ss  
COUNTY OF CLARK            )

On this day personally appeared before me THOMAS W. DOWNEY and JULIA A. DOWNEY, 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 19 day of May, 1967.

*Thomas W. Downey*  
Notary Public in and for the State  
of Washington;  
Residing at Camas, therein.

