

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 19th day of July, 1967, by and between LESTER JOHNSTON and WAUNETA A. JOHNSTON, husband and wife, hereinafter referred to as Sellers, and ROBERT K. LEICK and CLAUDIA J. LEICK, husband and wife, hereinafter referred to as Purchasers,

W I T N E S S E T H:

1. DESCRIPTION: For and in consideration of the agreements herein contained and payments made and to be made, Sellers agree to sell to Purchasers and Purchasers agree to buy from Sellers the following described real property with the appurtenances thereon, situated in Skamania County, Washington, to-wit:

Lots One (1) and Two (2), Block Four (4), Second Addition to Hill Crest Acre Tracts, according to the official plat thereon on file and of record in the office of the Auditor of Skamania County, Washington.

SUBJECT TO easements, reservations and restrictive covenants of record.

2. PURCHASE PRICE AND TERMS: The purchase price of the real property described herein is Twenty-One Thousand Five Hundred (\$21,500.00) Dollars, of which the sum of Three Thousand Six Hundred (\$3,600.00) has been paid down, receipt of which is hereby acknowledged, and the balance of the purchase price in the amount of Seventeen Thousand Nine Hundred (\$17,900.00) Dollars shall be paid in the following manner: In monthly installments of not less than One Hundred Thirty-Five (\$135.00) Dollars each, commencing on the fifteenth day of August, 1967 until the fifteenth day of August, 1968, and not less than One Hundred Fifty (\$150.00) Dollars per month commencing on the 15th day of August, 1968, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at six and one-half per cent (6½%) per annum, and from each payment shall first be deducted the interest to date and the balance shall be applied to the principal. Permission is granted to Purchasers to make larger and additional payments at any time, or to pay this contract in full, and the interest shall immediately cease on all payments so made.

3. POSSESSION: Purchasers shall be entitled to physical possession of the premises on August 15th, 1967.

4. PLACE OF PAYMENTS: It is understood and agreed that this contract shall be placed in escrow at the Columbia Gorge Bank, Stevenson, Washington, where payments on this contract shall be made by Purchasers for the credit of Sellers. Sellers shall place in escrow a Warranty Deed conveying the above described premises, to be kept in accordance with the instructions issued by the parties for performance of this contract.

5. TAXES AND ASSESSMENTS: Purchasers agree to pay before delinquency all taxes, easements, water utility and L.I.D. charges or assessments, maintenance, operation and construction charges not now due or delinquent and all that may hereafter become due and payable or which may be levied or assessed against the premises.

6. TAX PRO-RATING: Sellers and Purchasers agree that the Purchasers shall pay the second half of the current year's taxes.

(b)(a) Fire Insurance: Purchasers agree to keep the premises insured in the amount of 21,500.

7. **DEED AND TITLE INSURANCE:** Upon completion of the payments to be made by Purchasers, as provided herein, Sellers shall deliver to Purchasers a Warranty Deed conveying said premises to the Purchasers and warranting the condition of the title of the Sellers so as to vest good and marketable title in the Purchasers. Sellers further agree to supply to the Purchasers within ^{five years} ~~thirty (30)~~ days of the date of this Contract, a Purchasers' policy of title insurance, insuring the Purchasers to the full amount of the purchase price herein and against any defects of title, lien or encumbrance not specifically described in this contract.

8. **INSPECTION:** Purchasers agree that full inspection of the premises described herein has been made and that neither the Sellers, their assigns nor agents, shall be held to any covenant respecting the condition of any improvements on said premises or to any agreement for alterations, improvements or repairs, unless the agreement relied on be in writing and attached to and made a part of this contract.

9. **DESTRUCTION OF THE PREMISES:** The Purchasers assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use. In the event of destruction of the premises or the taking for a public use, the Purchasers shall not be relieved in any manner of any of the Purchasers' obligations under this contract. All sums received for the taking of the premises shall be applied in reduction of the principal balance outstanding.

10. **FORFEITURE:** Time is of the essence in this contract. In case Purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, Sellers may elect to declare forfeiture and cancellation of the contract and upon such election being made, all rights of the Purchasers hereunder shall cease and terminate and the Sellers shall have the right to re-enter and take possession of the property. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by certified mail addressed to Purchasers' residence or at such other address as the Purchasers shall indicate in writing to Sellers.

11. **ALTERNATIVE RELIEF:** Or the Sellers may elect to bring an action, or actions, on any intermediate overdue installments or on any payment or payments, made by Sellers and repayable by Purchasers, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by 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 no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the Sellers of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

12. **ATTORNEYS' FEES AND COSTS:** In the event of litigation arising out of this contract or any action to enforce any covenants of this contract or to collect any installment payment or charge arising therefrom, Purchasers agree to pay a reasonable sum as attorneys' fees to Sellers and to pay all costs and expenses in connection with such suit; in addition, Purchasers agree to pay reasonable costs for searching records. All such sums provided for in this paragraph shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

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TRANSACTION EXERCISE TAX

JUL 26 1967

Amount Paid 21.50

Michael O'Donnell
Skamania County Treasurer

By

Real Estate Contract
JOHNSTON-LEICK

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Lester Johnston
LESTER JOHNSTON, Seller

Wauneta A. Johnston
WAUNETA A. JOHNSTON, Seller

Robert K. Leick
ROBERT K. LEICK, Purchaser

Claudia J. Leick
CLAUDIA J. LEICK, Purchaser

STATE OF WASHINGTON)
County of Skamania) ss.

ON THIS DAY PERSONALLY APPEARED before me LESTER JOHNSTON and WAUNETA A. JOHNSTON, husband and wife, and ROBERT K. LEICK and CLAUDIA J. LEICK, 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.

GIVEN under my hand and official seal this 14th day of July, 1967.



Robert J. Salvesen

NOTARY PUBLIC in and for the
State of Washington
Residing at Stevenson