

A-1964

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this first day of April, 1968.

between

**CHARLES H. GREEN and MAE M. GREEN,**  
husband and wife,

hereinafter called the "seller," and

**G. CAMPBELL DOWD and MIRIAM W. DOWD,**  
husband and wife,

hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington: That part of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 17, Township 1 North, Range 5 E.W.M., more particularly described as follows: Beginning at the southwest corner of the said Section 17; thence east 2651.6 feet to the quarter corner on the south line of the said Section 17; thence north 1584 feet along the quarter section line running north and south through the center of the said Section 17; thence west 1335 feet to the west line of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of the said Section 17; thence south 170 feet; thence west 930 feet; thence southwesterly 429 feet to point on public road 1254 feet north of the point of beginning; thence south 1254 feet to the point of beginning; EXCEPT the following described tract: Beginning at a point 20 rods east of the southwest corner of said Section 17; thence north 10 rods; thence east 6 rods; thence south 10 rods; thence west to the point of beginning; AND EXCEPT that portion of the Southwest Quarter (SW $\frac{1}{4}$ ) of the said Section 17 lying southerly of Primary State Highway No. 8 as presently located and established.

The terms and conditions of this contract are as follows: The purchase price is FIFTY-FIVE THOUSAND and NO/100 -  
----- (\$ 55,000.00 ) Dollars, of which  
FIVE THOUSAND and NO/100 - - - - - (\$ 5,000.00 ) Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the additional sum of \$5,000.00 on said purchase price whenever the sellers shall deliver possession of the premises and when they shall remove all of their chattels and personal property therefrom, which shall be no later than May 31, 1968. The purchasers agree to pay the remaining balance of the purchase price amounting to \$45,000.00 in annual installments of \$4,000.00, or more, commencing on the first day of June, 1969, and on the first day of each June thereafter until the full amount of the purchase price together with interest shall have been paid. Said annual installments shall include interest at the rate of six per-cent (6%) per annum computed from the date on which possession is delivered to the purchasers.

The purchasers at any time shall have the right at their expense to survey and study the premises for development purposes. When the purchasers shall have paid \$25,000.00 including interest on the contract, the sellers agree to release by deed to the purchasers any 2 $\frac{1}{2}$  acre tract to be sold and platted by a licensed land surveyor on payment of the sum of \$800.00 for each such parcel, said additional amounts to be applied on the unpaid purchase price.

All payments to be made hereunder shall be made at Properties Diversified, 16211 S.E. 16th Street, Vancouver,  
or at such other place as the seller may direct in writing. Washington 98660  
As referred to in this contract, "date of closing" shall be date on which possession is delivered to purchasers.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

- (a) Easements for pipelines and rights to take water as more particularly described at page 321 of Book 30 of Deeds, and at page 33 of Book 38 of Deeds, Records of Skamania County, Washington;
- (b) Easements for existing electric power distribution lines of Public Utility District No. 1 of Skamania County, and existing water rights;
- (c) Easements and rights of way for public roads, including Primary State Highway No. 8.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees 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 to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF the parties hereto have executed this instrument as of the date first written above.

5848  
TRANSACTION EXCISE TAX

APR 3 1968

Amount Paid 55.00

Skamania County Treasurer

*Charles H. Green* (SEAL)  
*Mae M. Green* (SEAL)  
*Thiram W. Dowd* (SEAL)

STATE OF WASHINGTON

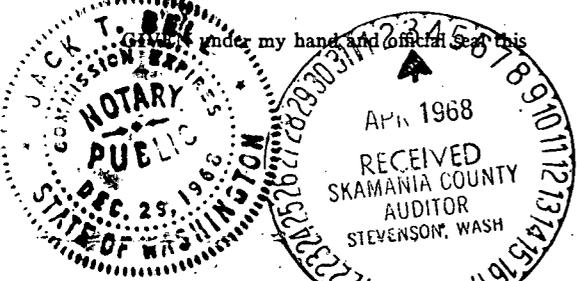
County of Clark

On this day personally appeared before me **CHARLES H. GREEN and MAE M. GREEN, husband and wife,**

to me known to be the individual **s** 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 1st day of **April, 1968.**

*Jack T. Bell*  
 Notary Public in and for the State of Washington,  
 residing at Vancouver, Wash.



**TRANSAMERICA TITLE**  
 INSURANCE COMPANY OF WASHINGTON  
 69771

REGISTERED
INDEXED: DIR
ADDPCT:
RECORDED:
COMPARED
MAILED

Filed for Record at Request of

Name Properties Diversified  
 Address 116304 S.E. 16th St.  
 City and State Vancouver, Wash.

THIS SPACE RESERVED FOR RECORDER'S USE:  
 COUNTY OF CLARK

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY R. J. Salminen OF Stevenson AT 11:30 A.M. April 3, 1968 WAS RECORDED IN BOOK 58 OF Deed AT PAGE 482-3 RECORDS OF SKAMANIA COUNTY, WASH.

E. P. Todd  
 COUNTY AUDITOR  
E. P. Todd