

REAL ESTATE CONTRACT

70302

KNOW ALL MEN BY THESE PRESENTS:

That CARL KROHN and ESTHER KROHN, husband and wife, hereinafter designated the "Sellers" and HAROLD R. BROUGHTON and GLADYS J. BROUGHTON, husband and wife, hereinafter designated the "Buyers", agree as follows:

The Sellers agree to sell and the Buyers agree to purchase, upon the terms and conditions hereinafter specified, the following described real property situated in Skamania County, Washington, to-wit:

Beginning at the Northeast corner of Lot "A", Block 2, First Addition to Meldan Acres Tract, according to the official plat thereof on file and of record in the office of the County Auditor of Skamania County, Washington; thence North  $25^{\circ}56'$  West 200 feet; thence South  $64^{\circ}04'$  West 140 feet; thence south  $25^{\circ}56'$  East 200 feet to the North line of said Addition; thence north  $64^{\circ}04'$  East along the North line of said Addition, 140 feet more or less, to the point of beginning;

SUBJECT to an easement granted to School District No. 3, a municipal corporation of Skamania County, Washington, by instrument dated Feb. 12, 1959, recorded in Book 45, page 469, records of Skamania County, Washington, for surface water ditch for water-course, and the right of ingress and egress to repair and maintain the same;

ALSO, granting to the Buyers an easement for road purposes to be used jointly by the Buyers, their heirs, administrators, executors and assigns, and by the Sellers herein, across other property owned by the Sellers, and running in a generally easterly direction to Kanaka Creek Road; it being understood, however, that the Sellers do not own all of the property between the property above described and said Kanaka Creek Road, and this easement shall apply only to the property owned by the Sellers;

for the total purchase price of Six Thousand Five Hundred (\$6500.00) Dollars, payable as follows:

The sum of \$55.00 cash upon the execution of this contract, receipt of which is hereby acknowledged by the Sellers, and the balance of the purchase price in the sum of \$6445.00, together with interest on deferred balances at the rate of 6% per annum, to be paid as follows: The sum of not less than \$55.00, including interest, on the 1st day of May, 1962, and a like payment of not less than \$55.00, including interest, on the 1st day of each and every month thereafter until the purchase price and interest shall be fully paid; it being understood that



out of the payments made each month, first shall be deducted the interest due and owing at the time of payment, and the balance applied to the principal.

The Buyers shall be entitled to make larger or additional payments than those above specified at any time they so desire.

The Buyers shall be entitled to the use, occupancy and possession of said premises as of April 1st, 1962, subject only to Sellers' right to enter thereon at reasonable times for the purpose of making inspection thereof.

The Buyers shall not assign this contract or any interest therein, or encumber, convey or dispose of said real property or any interest therein, without written consent of the Sellers, until the unpaid balance of the principal of the purchase price hereunder has been reduced to the sum of \$3500.00 or less.

The Buyers agree to pay before delinquency any and all taxes and assessments which may, as between Sellers and Buyers hereafter become a lien on said property, and the Buyers further agree to assume all hazards of damage to or destruction of the improvements now on or which may hereafter be placed on said property, and further assume all hazards or risk of any condemnation of said property or any part thereof, and further agree not to use said premises or any part thereof for any illegal purpose. The Buyers further agree to keep said premises and property in a reasonable state of repair at all times during the life of this contract.

The Buyers further agree to keep the improvements on said premises insured with a reliable insurance company for the full insurable value of said improvements, with loss payable clause in favor of Sellers herein as their interests may appear.

Any loss or damage caused to said property or its appurtenances or improvements from any cause whatever shall be upon Buyers and, in such event, the Buyers shall not be relieved from payment of the installments as herein provided.

The Buyers agree that full inspection of said premises has been made and that neither the Sellers nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on is in writing and

is attached hereto and made a part of this contract.

When the unpaid principal balance of the purchase price hereunder has been reduced to \$5000.00, the Sellers will furnish to Buyers a policy of title insurance insuring Buyers to the full amount of said purchase price against loss or damage by reason of defect in the title of Sellers to said described premises or by reason of prior liens not assumed by the Buyers under this contract.

Upon payment in full by Buyers of the purchase price and interest above specified, the Sellers will make, execute and deliver to Buyers a warranty deed conveying said premises above described to the Buyers, excepting any part which may hereafter be condemned, free and clear of any encumbrances except any that may occur or accrue through the fault, act or neglect of any person other than Sellers.

Time is of the essence of this agreement. If the Buyers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Sellers may elect to declare all of the Buyers' rights hereunder terminated and upon their doing so all payments made by Buyers hereunder and all improvements placed upon the premises shall be forfeited to the Sellers as liquidated damages and the Sellers shall have the right to re-enter and take possession of the property, 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.

In the event of the taking of any part of the property for public use, or of the destruction of any improvements on the premises by fire or other casualty, all of the moneys received by Sellers by reason thereof shall be applied as a payment on account of the purchase price of the property, less any such which Sellers may be required to expend in procuring such money, or at the election of Sellers, to the rebuilding or restoration of the premises.

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 attorney's fee therefor 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 said suit.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures this 7th day of April, 1962.

No. 3655  
**TRANSACTION EXCISE TAX**  
 APR 9 1962  
 Amount Paid \$5.00  
Michael O'Donnell  
 Skamania County Treasurer  
 By .....

Carl Krohn  
Esther Krohn  
 SELLERS  
Harold R Broughton  
Gladys J Broughton  
 BUYERS

STATE OF WASHINGTON )  
 ) : ss  
 COUNTY OF CLARK )

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 7th day of April, 1962, personally appeared Carl Krohn and Esther Krohn, husband and wife, and Harold R. Broughton and Gladys J. Broughton, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their own free and voluntary acts and deeds for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and date in this Certificate first above written.

[Signature]  
 Notary Public in and for the State of Washington,  
 residing at Vancouver, therein