

REAL ESTATE CONTRACT

THIS CONTRACT for the sale of real property made and entered into by and between JAMES L. RITTER, JR., and CAROLYN R. RITTER, husband and wife, hereinafter referred to as "Sellers", and JACK D. BRINGMAN and BETTY L. BRINGMAN, husband and wife, hereinafter referred to as "Buyers",

## WITNESSETH:

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:

The Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE -1/4 NE-1/4 NW-1/4) of Section 17, Township 1 North, Range 5 E.W.M.

TOGETHER with Water Rights of record.

SUBJECT TO: Easements and rights of way for public roads.

6048

**TRANSACTION EXCISE TAX**

AUG 27 1968

Amount Paid \$900.00

Michael W. Russell  
Skamania County Treasurer

By

2. Price and Payment: The purchase price of the above described property is the sum of NINE THOUSAND AND NO/100 (\$9000.00) DOLLARS, of which the sum of ONE THOUSAND AND NO/100 (\$1000.00) DOLLARS has been paid by Buyers, receipt of which is hereby acknowledged, and the balance of EIGHT THOUSAND AND NO/100 (\$8000.00) DOLLARS shall be paid as follows: The sum of SEVENTY-FIVE AND NO/100 (\$75.00) DOLLARS, or more, per month, including interest at the rate of seven-and-one-half (7-1/2%) percent per annum on all deferred balances. Said installments to commence on the 10th day of October, 1968, then continuing on the 10th day of each and every month thereafter until the full amount of the purchase price and interest have been paid.

3. Taxes: The real property taxes for 1968 shall be pro-rated, 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. Assumption of Risk and Insurance: The Buyers assume all hazards of damage to or destruction of the personal property, improvements and buildings now upon the land sold herein, or hereafter to be placed thereon. Buyers shall keep the buildings and improvements upon the property sold herein insured to their full insurable value against loss or damage by fire for the benefit of the Sellers, said fire insurance to be carried in a company acceptable to Sellers, and the insurance policies shall be delivered to Sellers.

5. Inspection: Buyers agree that full inspection of the herein described premises has been made and that neither the Seller's 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.

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6. Possession: The Buyers shall have the right to the possession of the property described herein from and after September 1, 1968, Provided, however, that the Buyers shall, upon default hereunder and upon demand of the Sellers, surrender to Sellers peaceable possession of said premises and personal property sold hereunder.

7. Deed and Title Insurance: Sellers have furnished to Buyers a purchaser's policy of title insurance showing a good and marketable title 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.

8. Default: Time is of the essence of this contract. In the event the 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 of the Sellers of any default on the part of the Buyers shall be construed as a waiver of any subsequent default.

9. 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 purchasers 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.

10. 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 23rd day of August, 1968.

Jack D. Bringman

James L. Ritter Jr.

Betty L. Bringman  
BUYERS

Carolyn R. Ritter  
SELLERS

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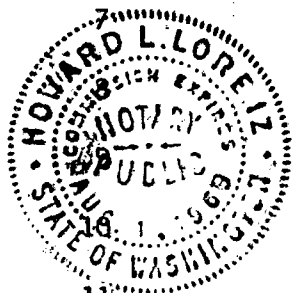
1 STATE OF WASHINGTON )

: ss.

2 COUNTY OF CLARK )

3 On this day personally appeared before me James L. Ritter, Jr., and  
4 Carolyn R. Ritter to me know to be the individuals described in and who exe-  
5 cuted 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.

6 GIVEN under my hand and official seal this 23 day of August, 1968.



*Howard L. Loreitz*  
Notary Public in and for the State of  
Washington; residing at Camas, therein.



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INSTRUMENT OF DEED RECORDED IN  
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