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REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 1st day of October, 1968, by and between VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, hereinafter called the Seller, and CHARLES B. RAMEY, JR. and BERTHA I. RAMEY, husband and wife, hereinafter called the Purchasers,

W I T N E S S E T H:

That the Seller agrees to sell to the Purchasers, and the Purchasers agree to purchase of the Seller, the following described property, to-wit:

## PARCEL "A":

The following described real estate situated in the County of Clark, State of Washington, described as follows;

BEGINNING at a point on the East line of Section Thirty-six (36), Township Two (2) North, Range Four (4) East of the Willamette Meridian, said point being 10 chains South of the Northeast corner of the Southeast (SE) Quarter of the Northeast (NE) Quarter of said Section; thence West 0.33 chains to the center of the McDonald Road; thence along the center of said road South 63°35' West 3.46 chains; thence South 06°14' East 4.00 chains to the center of State Road No. 8-B; thence along the center of State Road No. 8-B South 33°17' East 3.50 chains; thence South 65°48' East 1.10 chains to the East line of said Section Thirty-six (36); thence North along said East line 8.88 chains to the point of beginning.

EXCEPT portion lying within County or Public Roads:  
SUBJECT to exceptions and reservations of record.

## PARCEL "B":

The following described real estate situated in the County of Skamania, State of Washington, described as follows:

A tract of land lying within the South half of the Southwest (SW) Quarter of the Northwest (NW) Quarter of Section Thirty-one (31), Township Two (2) North, Range Five (5) East of the Willamette Meridian, described as follows:

BEGINNING at a point on the West line of the said Section Thirty-one (31) North 4.17 chains from the quarter corner; thence East 1.515 chains; thence North 1.515 chains; thence West 1.515 chains to said Section line; thence South along said Section line 1.515 chains to the point of beginning.

ALSO: The North half of the South half of the Southwest (SW) Quarter of the Northwest (NW) Quarter of Section Thirty-one (31), Township Two (2) North, Range Five (5) East of the Willamette Meridian.

EXCEPT that portion thereof which lies within the tract first above described.

SUBJECT to Easement and right of way for public roads over and across the real estate above described.

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TRANSACTION EXCISE TAX

OCT 31 1968

Amount Paid 80.00

Frederick W. Russell  
Skamania County Treasurer

By .....

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The purchase price of said described premises is the sum of Ten Thousand and No/100 (\$10,000.00) Dollars; One Thousand and No/100 (\$1,000.00) Dollars of which has been paid, receipt of which is hereby acknowledged; and the declining balance of said purchase price in the original sum of Nine Thousand and No/100 (\$9,000.00) Dollars shall accrue interest at the rate of Seven and one-half (7 1/2%) per cent per annum, commencing from October 1, 1968, and shall be paid at the rate of Seventy Two and 51/100 (\$72.51) Dollars, or more, per month, which sum includes interest. The first payment shall be made on or before the 1st day of November, 1968, and a like payment shall be made on or before the first (1st) day of each and every succeeding month until the entire purchase price and accrued interest is paid in full. The Purchasers shall be granted a period of ten (10) days grace after each payment is due and shall thereafter be considered delinquent pursuant to delinquency provisions included below.

It is understood and agreed that out of each monthly payment mentioned above, there shall first be deducted the interest due and owing at the time of payment, and the balance shall be applied against any unpaid principal balance. The Purchasers shall be entitled to make larger and additional payments other than those above specified at any time they so desire. The Purchasers agree they shall pay before delinquency any and all assessments accruing or payable against said property, including but not limited to real property taxes, and that they will at all times keep said property in a good state and condition of repair and will not commit nor suffer to be committed strip nor waste thereof.

The Purchasers shall keep the improvements on said described premises insured with a reliable insurance company authorized to do business in the State of Washington for their full insurable value or the remaining unpaid balance of this agreement, whichever sum shall be less, against loss or damage by fire and extended coverage, with a loss payable clause in favor of the above named Seller and Purchasers, as each interest may appear. The renewals thereof representing coverage shall be assigned and endorsed to acknowledge this agreement and premium charges may be prorated as of the date of possession. It is agreed that if damage or destruction by fire occurs, any payments made to the Seller under any policy of insurance shall be credited by it upon the unpaid balance of the purchase price, but shall not relieve the Purchasers from payment of any remaining unpaid balance.

The Purchasers shall be entitled to the use, occupancy and possession of said premises as of October 1st, 1968, and real property taxes for calendar year 1968 shall be prorated as of that date. Any loss or damage or injury to said property or its appurtenances or improvements from any cause whatsoever from date of possession shall be upon the Purchasers, and, in such case, they shall not be relieved from their payment of the obligation in full according to the terms hereof.

The Purchasers agree that full inspection of said premises has been made by them and that neither the Seller nor its assigns shall be held to any covenant respecting the condition of any improvements or repairs, unless the covenant or agreement relied upon be in writing and attached to and made a part of this Agreement.

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Upon payment in full by the Purchasers to the Seller of the purchase price and interest above specified and performance of this agreement in full, a Statutory Warranty Deed shall be delivered to the Purchasers by the Seller conveying the above described premises free and clear of all liens and encumbrances of every kind except such as may occur or accrue through the fault, act or neglect of the Purchasers. Seller will furnish at this time a policy of title insurance insuring the Purchasers to the full amount of the purchase price against loss or damage to them by reason of defect in title of the above described premises, and shall have no further obligation hereunder to furnish title insurance.

In the event the Purchasers fail to make payments as provided herein other than the purchase price and interest on the remaining unpaid balance, or fail to insure said premises as provided herein, the Seller may make such payments, procure such insurance and the amounts paid therefor by it shall be deemed a part of the purchase price and shall become payable forthwith with interest thereon at the rate of seven and one-half (7 1/2%) per cent per annum until paid, without prejudice to the other rights of the Seller by reason of such failure.

Time is of the essence of the agreement of these parties and in case the Purchasers fail to make any payments of principal and interest at the time the same shall fall due as herein provided, or promptly to perform any covenants or agreements therein mentioned, the Seller may elect to declare a forfeiture and cancellation of this agreement and upon such election being made, all rights of the Purchasers hereunder shall cease and terminate and any payments theretofore made hereunder by the Purchasers shall be retained by the Seller in liquidation of all damages sustained by reason of such default and no waiver by the Seller of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

The Seller may elect to bring action or actions on any covenant herein or any intermediate overdue installment or on any payment or payments made by the Seller and repayable by the Purchasers. It is stipulated that the covenant to pay intermediate installments or to pay items repayable by the Purchasers are independent of the covenant to make or deliver a deed and that every such action is one arising on contract for the recovery of money only as if the promise to pay had been expressed in a separate and different instrument and that no such action shall constitute an election not to proceed otherwise as to any subsequent default and no waiver by the Seller of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default. In any suit or action to enforce any covenant of this Agreement, 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 of searching records, obtaining title reports and costs of said suit, which sums shall be included in any judgment or decree entered in such suit or incurred by Seller.



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

## VANCOUVER FEDERAL SAVINGS &amp; LOAN ASSOCIATION

By Ray B. Woolf  
President

Thomas N. Carver  
Executive Vice-President

Charles B. Ramey, Jr.  
Purchaser

Bertha I. Ramey  
Purchaser

STATE OF WASHINGTON )  
County of Clark ) ss.

On this 28th day of October, 1968, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RAY B. WOOLF and THOMAS N. CARVER, to me known to be the President and Executive Vice-President, respectively, of VANCOUVER FEDERAL SAVINGS & LOAN ASSOCIATION, the corporation that executed the foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same instrument and that the seal affixed is the corporation seal of said corporation.

WITNESS my hand and official seal this the day and year first above written.

Ada Johnson  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Vancouver

REAL ESTATE CONTRACT  
Vancouver Federal to Ramey  
Page 4

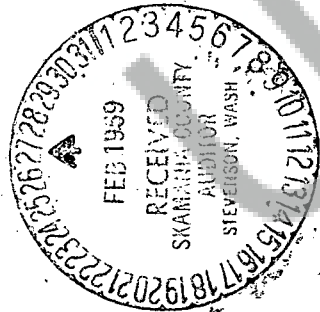
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STATE OF WASHINGTON )  
 County of Clark ) ss.

On this day personally appeared before me CHARLES B. RAMEY, JR. and BERTHA I. RAMEY, husband and wife, to me known to be the individuals described herein and who executed the within and foregoing instrument and acknowledged to me 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 30th day of October, 1968.

*Charles A. Fuller*  
 NOTARY PUBLIC in and for the  
 State of Washington  
 Residing at ~~Vancouver~~ Camas



FILED FOR RECORD  
 CLARK CO. WASH.  
 TRANSAMERICA TITLE INS. CO.

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AUDITOR DON BONKER