

GARVER & GARVER
ATTORNEYS AT LAW
CAMAS, WASHINGTON

THIS AGREEMENT, Made and entered into this 17th day of May, 1969
between EDGAR R. GADBAW and BELLE GADBAW, husband and wife,

hereinafter called the "seller," and ALBERT L. FLOYD and NEVA H. FLOYD, husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit:

Beginning at a point in the center of a 40 ft. County Road known as Burns Road which is 1718.70 ft. North and 1122.65 ft. West of the Section corner for 20, 21, 28 and 29 twp. 2 North, Range 5 EWM, thence North 89°50' West 485.ft. more or less to the center of the North Fork of Washougal River; thence upstream North 20° East 212.8 ft.; thence South 89°50' East 550 feet more or less to the center of said Burns Road; thence South 42°48' West 60.21 feet to Co. Eng. Station No. 49; thence South 29°36' West 187.69 feet to the point of beginning, containing 2.20 acres more or less all in the N 1/2 of SE 1/4 of Sec. 20, Twp. 2 North, Range 5 EWM.
EXCEPT County Roads.

The sellers further grant an easement for water pipe line commencing at the West line of Section 21 at a point where no name creek intersects with the West line of Section 21; thence West to the East line of Burns Road; thence Southerly along the East line of Burns Road to the above described property and also the right to the use of certain water for domestic purposes not exceeding the quantity that would go through a one inch pipe from the water rights now held by the sellers.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of ONE THOUSAND SIX HUNDRED FIFTY & NO/100 Dollars (\$ 1650.00) of which the sum of ONE HUNDRED & NO/100----- Dollars (\$ 100.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of ONE THOUSAND FIVE HUNDRED FIFTY & NO/100 Dollars (\$ 1550.00) shall be paid as follows: \$25.00 or more per month including interest at the rate of six per cent per annum the first payment commencing June 10, 1969 and a like payment on the 10th day of each month thereafter until fully paid.

It is further understood and agreed by and between the parties here-k to that this contract shall not be assignable or transferrable without the written consent of the sellers first had and obtained and any attempted assignment or transfer of this contract shall be void without such written consent and shall constitute a breach of this contract.

That in the event that the sellers have to bring any suit or action on this contract to enforce any of the provisions thereof that in addition to their costs and disbursements, they shall be entitled to collect a reasonable attorney's fee in any such action or actions.

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor 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.

THE SELLER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth, or a complete abstract of title to the above described premises;
2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of six per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;
2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement afore-said, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments, made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser 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 by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

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

STATE OF WASHINGTON,

COUNTY OF CLARK

ss.

Edgar R. Gadbaw (SEAL)
Belle Gadbaw (SEAL)
Albert L. Floyd (SEAL)
Neva H. Floyd (SEAL)

On this day personally appeared before me
 Edgar R. Gadbaw & Belle Gadbaw, husband and wife, and Albert L.
 Floyd and Neva H. Floyd, 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

17th day of May, 1969.

R. F. W. Carver
 Notary Public in and for the State of Washington,

residing at Camas

No. _____

TRANSACTION EXCISE TAX

JUN 4 - 1969

Amount Paid 16.50

Frederick R. Donnell

Skamania County Treasurer

By Frank E. Jones



REAL ESTATE CONTRACT
 (INDIVIDUAL)

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

James R. Warner

OF Camas, Id.

AT 10:45 A.M. June 4 1969

WAS RECORDED IN BOOK 60

OF deed AT PAGE 463-4

RECORDS OF SKAMANIA COUNTY, WASH.

Edgar R. Gadbaw

COUNTY AUDITOR

E. Mayfield

REGISTERED	INDEXED	RECORDED	FILED
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>

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