

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 16 day of August, 19 69, by and between HOWARD H. FISHBURN and LEOLA B. FISHBURN, husband and wife, , hereinafter called the "seller", and LUTHER ANDERSON, Jr. and JACQUELINE V. ANDERSON, husband and wife, hereinafter called the "purchaser", W I T N E S S E T H:

The seller agrees to sell to the purchaser, and the purchaser agrees to buy of the seller, the following described real estate, with the appurtenances thereon, situated in the County of Skamania, State of Washington, to-wit:

A tract of land located in the Southeast quarter of the of the Southwest quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of the Southwest quarter of the said Section 19, North 613 feet from the quarter corner on the South line of the said Section 19; thence West 400 feet; thence North 200 feet; thence East 400 feet; thence South 200 feet to the point of beginning.

The terms and conditions of this contract are:

The purchase price is TEN THOUSAND FIVE HUNDRED DOLLARS and no/100ths, in part payment of which the purchaser assumes and agrees to pay a real estate contract now on said land, dated May 12, 1966, wherein E. A. Price and Roberta M. Price, husband and wife, are "sellers", and Howard H. Fishburn and Leola B. Fishburn, husband and wife, are "purchasers", recorded May 13, 1966, at Page 495 of Book 55 of deeds, under Auditor's File No. 66862, records of Skamania County, Washington, on which the unpaid principle balance is \$6,418.83, together with the interest hereafter to accrue on said contract according to the contract's terms thereof; and the purchaser agrees to pay the balance of said purchase price to the order of the seller at the times and in the amounts as follows, to-wit: The sum of TWO THOUSAND DOLLARS (\$2,000.00) has been paid upon the execution of this agreement, the receipt of which is hereby acknowledged, and the balance of TWO THOUSAND EIGHTYONE DOLLARS and 17/100ths, (\$2,081.17) is payable as follows:

In monthly installments of FIFTY DOLLARS, (\$50.00) each, beginning with the 16 day of September, 1969, and continuing monthly thereafter until the whole balance of the ~~purchase price~~ <sup>2081.17</sup>, both principal and interest, shall have been fully paid. The unpaid balance of the ~~purchase price~~ <sup>2081.17</sup> shall at all times bear interest at 7½% per annum, and from each payment shall be first be deducted interest to date, and the balance shall be applied on principal. Permission is especially granted to the purchaser to make larger payments at anytime, or to pay the contract in full, and interest shall immediately cease on all payments so made.

No. 6491

**TRANSACTION EXCISE TAX**

AUG 19 1969

Amount Paid 105.00

Donald C. Dunscomb  
Skamania County Treasurer

By .....

The purchaser is entitled to physical possession of the premises upon thirty (30) days after the closing date.

The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate; and purchaser agrees to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to seller and for the benefit of the seller or purchaser as their interests may appear, and to pay all premiums therefor until the purchase price is fully paid, and to deliver to seller the insurance policies, renewal and premium receipts.

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste and agrees not to use the premises or any part thereof for any illegal purpose.

In the event that the purchaser shall fail to make any payment herein before provided, the seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 10% per annum until paid, without prejudice to any other rights of seller by reason of such failure.

The purchaser agrees that a full inspection of the premises has been made and that neither the seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The seller has procured, or agrees to procure within 30 days of the date of this contract, a purchaser's policy of title insurance, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the seller to the real estate herein described or by reason of prior liens not assumed by the purchaser in this contract.

The seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchaser a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the seller.

Time is of the essence of this agreement. If the purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by certified mail at the following address:

RT 2 Box 470 WASHOUGAL WASH  
or at such other address as the purchaser shall indicate to the seller in writing.

Or the seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchaser, are independent of the covenant to make a deed and that every 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

