

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 16th day of June 1969, between MARGARET HUTCHINS, Executrix of the Combined Estates of Earl Wilkins and Rebecca J. Wilkins, husband and wife, both deceased, being probated in the Superior Court of the State of Washington for Clark County, under Probate File No. 20695, hereinafter called the "Seller" and ALVORD E. JOHNSON and BEVERLY A. JOHNSON, husband and wife, hereinafter called the "Buyers", and

WHEREAS, the above entitled estate is the owner of the real property hereinafter described ; and

WHEREAS, an Order of Solvency has been entered in said estate;

WITNESSETH:

That the Seller agrees to sell to the Buyers and the Buyers agree to purchase from the Seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

The North half of the Northwest Quarter of Section 33, Township 2 North, Range 5, East of the Willamette Meridian;

EXCEPT that portion thereof lying northerly and westerly of the County road known and designated as the LaBarre Heights Road as the same existed on February 25, 1967; and

EXCEPT the following described tract conveyed to Skamania County by deed dated June 28, 1938: Beginning at a point 1,900 feet east of the Southwest corner of the North half of the Northwest quarter of the said Section 33; thence East 740 feet to the Southeast corner of the North half of the Northwest quarter of the said Section 33; thence North 160 feet; thence West 740 feet; thence South 160 feet to the point of beginning;

SUBJECT to an easement and right of way for a water pipeline and a pump house site at a certain spring located on the real estate under search and the exclusive right to take water therefrom granted to Raymond E. Johnson and Lucy B. Johnson, by deed dated January 10, 1963, and recorded February 18, 1963, at page 117 of Book 51 of Deeds, under Auditor's File No. 61119, records of Skamania County, Washington.

SUBJECT to easements and rights of way for the county road known and designated as the LaBarre Heights Road and for the county road known and designated as the Washougal River Road, including easements and rights of way for relocations thereof.

SUBJECT to any claim, right or penalty arising under "Consumer Credit Protection", "Truth in Lending", or similar law or failure to comply therewith.

The terms and conditions of this contract are as follows:

1. The purchase price is Twenty-one Thousand Five Hundred (\$21,500.00) Dollars, payable as follows The sum of \$4,000.00 upon the execution of this contract, receipt of which is hereby acknowledged by Seller, and the balance of the purchase price in the sum of \$17,500.00, together with interest on deferred balances at the rate of 8% per annum, to be paid as follows: Not less than \$134.00, including interest, on the 20th day of July, 1969, and a like payment of not less than \$134.00, including interest, on the 20th day of each and every month thereafter until the purchase price and interest is 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. Buyers shall be entitled to make larger or additional payments than those above specified at any time, and it is understood and agreed that the balance of the purchase price shall be paid in full, in any event on or before ten (10) years from date of the execution of this contract. *ABJ BJD JED*

2. The Buyers shall be entitled to possession of said real estate as of date of the execution of this contract, and to retain possession so long as they are not in default hereunder. The Buyers covenant and agree not to use, or permit the use of, the real estate for any illegal purposes, and they further covenant to pay all service, installation or construction charges for water, sewer, electricity, garbage, or other utility services furnished to said real estate after the day they are entitled to possession.

3. Real property taxes for 1969 shall be pro-rated between the parties hereto as of date of execution hereof. The Buyers assume and agree to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate.

Buyers further agree, until the purchase price is fully paid, to keep the buildings hereafter placed on the premises insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to Seller and for Seller's benefit as her interest may appear, and to pay all premiums therefor and to deliver all policies

an renewals thereof to Seller.

In case the Buyers fail to make any payment herein provided or to maintain insurance as herein required, Seller may make such payment or effect such insurance, and any amounts so paid by Seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by Buyers on Seller's demand, all without prejudice to any other right Seller might have by reason of such default.

4. The Buyers agree that full inspection of said real estate has been made and that neither the Seller nor her assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall Buyers or Seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

5. The Buyers assume all hazards of damage to or destruction of any improvements hereafter placed on said premises, and of the taking of said real estate or any part thereof for public use; and agree that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to Seller and applied as payment on the purchase price herein unless the Seller elects to allow Buyers to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Buyers elect that said proceeds shall be paid to Seller for application on the purchase price herein.

6. The Seller is furnishing to the Buyers at this time a purchaser's policy of title insurance in standard form, insuring the Buyers to the full amount of said purchase price against loss or damage by reason of defect in Seller's title to said real estate as of the date of execution hereof.

7. The Seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Buyers a warranty deed to said real

estate, excepting any part thereof hereafter taken for public use, free of encumbrances, except any that may attach after date of closing through any person other than Seller.

8. Time is of the essence of this contract, and it is agreed that in case the Buyers shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the Seller may elect to declare all Buyers' rights hereunder terminated, and upon her doing so, all payments made by Buyers hereunder and all improvements placed upon the real estate shall be forfeited to Seller as liquidated damages, and Seller shall have the right to re-enter and take possession of the real estate; and no waiver by Seller of any default on the part of Buyers shall be construed as a waiver of any subsequent default.

Service upon Buyers of all demands, notices or other papers with respect to forfeiture and termination of Buyers' rights, may be made by United States Mail, postage pre-paid, return receipt requested, directed to Buyers at their address last known to Seller.

9. Upon Seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the Buyers agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If Seller shall bring suit to procure an adjudication of the termination of Buyers' rights hereunder and judgment is so entered, the Buyers 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 to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

No. 5434  
**TRANSACTION EXCISE TAX**  
 JUN 20 1969  
 Amount Paid \$215.00  
Michael D. Darnall  
 Skamania County Treasurer  
 By .....

Margaret Wilkins  
 Executrix of the Combined Estates of Earl Wilkins and  
 Rebecca J. Wilkins, husband and wife, Both Deceased

SELLER  
Alfred E. Johnson  
Beverly A. Johnson  
 BUYERS  
 4.

STATE OF WASHINGTON )  
COUNTY OF CLARK ) : SS

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 16 day of June 1969, personally appeared Margaret Hutchins, to me known to be the individual described in and who executed the foregoing instrument, as the Executrix of the combined estates of Earl Wilkins and Rebecca J. Wilkins, husband and wife, Both Deceased, and acknowledged to me that she signed the same as her own free and voluntary act and deed for the uses and purposes, and had proper authority to sign as such executrix.

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

Notary Public in and for the State of  
Residing at Camas



STATE OF WASHINGTON )  
COUNTY OF CLARK ) : SS

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 16th day of June, 1969, personally appeared Alvord E. Johnson and Beverly A. Johnson, 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.

Notary Public in and for the State of Washington  
residing at Vancouver therein

