

## REAL ESTATE CONTRACT

THIS AGREEMENT made this day between JUANITA BAKER, dealing with her sole and separate property, hereinafter called "Seller", and WILLIAM H. WARD and MARY WISE WARD, husband and wife, of 615 N.E. 22nd, Camas, Washington, hereinafter called "Buyers",

WITNESSETH:

1. PREMISES SOLD: That the Seller will sell to the Buyers, their heirs and assigns, and Buyers will buy of the Seller, her heirs, executors, administrators and assigns, the following described real property situate in Skamania County, Washington, with appurtenances thereunto belonging on the following terms and conditions:

6481

County of Skamania, State of Washington:

No.

TRANSACTION EXCISE TAX

AUG 11 1969

Amount Paid \$360.00

Mildred C. Wanner  
Skamania County Treasurer

By

2. PURCHASE PRICE: The purchase price for said real property

is the sum of Thirty-six Thousand and no/100 Dollars (\$36,000.00), of which the Buyers have paid unto the Seller the sum of \$8,000.00, receipt of which is hereby acknowledged by the Seller, and the balance of Twenty-eight Thousand and no/100 Dollars (\$28,000.00) shall be paid in monthly installments of \$300.00 or more, commencing on the 15 day of Sept, 1969, with a like installment due on the 15 day of each month thereafter until the balance of the purchase price, together with interest is paid in full.

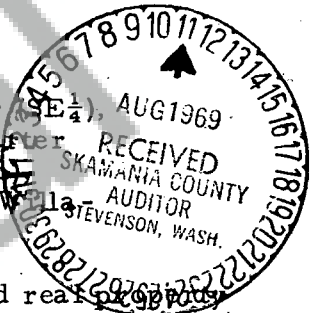
All payments shall include interest on the unpaid balance owed from time to time at the rate of seven (7%) per cent per annum computed from the date of this Contract until said balance of principal and interest has been paid in full.

It is agreed Buyers shall not have the right to pay more than \$10,500.00 on the unpaid Contract balance between January through December of any year this Contract remains in effect unless consented to by Seller.

3. POSSESSION: Buyers shall be entitled to possession of the aforescribed property as of the date of this Agreement.

4. BUYERS' COVENANTS: Buyers covenant and agree to the following terms and conditions, to-wit: To make the payments above agreed to promptly, in the manner and on the dates above named; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Seller, or her agents, to enter into or upon said real property at any reasonable time to inspect the same; to pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and encumbrances whatsoever having or taking precedence over the rights of the Seller in and to said property; not to cut or destroy any trees growing upon said premises without the written consent of the Seller.

5. SELLERS' COVENANTS: The Seller agrees that when the Buyers shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the Seller to or for the benefit of the Buyers or for the protection of the property or of this Contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this Contract to make, execute and deliver to the Buyers or assigns a good



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and sufficient Warranty Deed, conveying title to said premises free and clear of all encumbrances, except those of record mentioned herein, and it is understood and agreed that the warranties of said deed shall, after the date of this Contract, apply only to the acts of the Seller and shall not include any taxes or assessments which may have become a lien after the date of this Contract. Seller further agrees to furnish to Buyers within ninety (90) days from the date of this Contract a policy of title insurance insuring their legal interest to said real estate and upon delivery of said policy to Buyers, Seller shall have no further obligation to insure said title.

6. SUBDIVISION: Seller acknowledges that Buyers intend to subdivide said aforescribed real estate into twelve (12) five (5) acre tracts and agrees to assist Buyers by giving her consent and joining in the execution of any documents that may be necessary to accomplish a subdivision conforming to such plan. It is understood and agreed the frontage of each tract of said subdivision adjacent to the County Road on the South side of said real estate shall be of equal distance, as shall be the North-South boundary line of each tract. Subject to payment provisions contained in Paragraph 2 hereof, Seller agrees to execute and deliver to Buyers a Warranty Deed for any one of the twelve (12) tracts of said subdivision upon payment by the Buyers of the additional sum of Three Thousand and no/100 Dollars (\$3,000.00) for the tract to be conveyed. It is further understood Seller shall not be required to convey any tract if the payment therefore when combined with the principal installments received or to be received in any calendar year would amount to a sum exceeding \$10,500.00. All payments received by Seller shall first be credited to accrued interest and the balance shall be applied on the unpaid purchase price.

The expense of said subdivision shall be borne solely by Buyers, which cost and expenses shall be paid by them promptly and shall not be allowed to become a lien against said real property.

7. ASSIGNMENT: It is agreed that no assignment of this Contract nor any contract to assign this Contract and no contract whereby the title or possession of the above described real estate shall be transferred, shall be valid unless the same shall be consented to by the Seller in writing, and any attempted assignment, contract to assign, or contract to transfer the title or possession of said premises, by the Buyers, shall be void unless consented to as above provided.

8. FORFEITURE: Time is of the essence of this Contract, and if the Buyers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Seller shall have the right to declare this Contract null and void; and if the Buyers shall fail to make good such default within fifteen (15) days after the Seller shall have served a written notice of intent to declare a forfeiture by delivering said notice to the Buyers or mailing same by registered or certified mail to said Buyers at their last known address or to the address given on this Contract, at the Sellers' option, then, and in that event, all of the rights under this Contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revest in, the Seller without further action on the part of the Seller and without any right of the Buyers to reclamation or compensation for money paid, or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the Seller under this Contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Seller in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the Seller for the Buyers' failure to complete this Contract.

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9. OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Seller may, at her election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments, made by the Seller and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Seller may, in the event of such default, at her election, declare the entire unpaid balance immediately due and payable and bring such action or actions as she may deem appropriate to effect collection thereof.

It is agreed that any 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.

10. COURT COSTS AND ATTORNEYS' FEES: In any action by the Seller to procure an adjudication of the termination of Buyers' rights under this Contract or to recover any intermediate installments or any advances repayable to Seller, or in any action to recover the unpaid balance on this Contract or to enforce any other rights of Seller hereunder, Buyers agree to pay Seller the expenses incurred in searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fees.

11. REPRESENTATIONS: Buyers have inspected the property sold herein and have found the same to be to their satisfaction and they agree that no promises, representations, statements or warranties, expressed or implied, shall be binding on the Seller unless expressly contained herein.

12. WAIVER: No assent, expressed or implied, by Seller to any breach of Buyers' covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate this 15 day of ~~July~~ AUGUST, 1969.

Juanita Baker  
SELLER

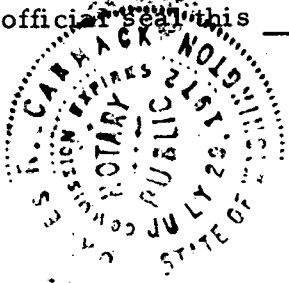
William H Ward

Mary Wise Ward  
BUYERS

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF CLARK )

On this day personally appeared before me JUANITA BAKER, dealing with her sole and separate property, to me known to be the individual described in, and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of July, 1969.



Juanita Baker  
Notary Public in and for the State of Washington, Residing at Camas.





RECEIVED FROM William H. Ward and Mary Wise Ward, husband and wife, Camas, Washington, July 9, 1969

(hereinafter called "Purchaser")  
--One Hundred and no/100 --- DOLLARS (\$ 100.00 )  
in the form of Note paid to agent

as earnest money in part payment of the purchase price of the following real estate in Skamania County, Washington:  
Property known as the "Baker" property, being the SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 6, Township 1 North, Range Five (5) East of the Willamette Meridian, also the E  $\frac{1}{2}$  of SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 6, Township 1 North, Range 4 East of the Willamette Meridian, containing 60 acres, more or less.

This sale is contingent upon the Health Authorities of Skamania County, State of Washington, approving the subdivision of said real property into 12 parcels of 5 acres each. Buyers to receive such approval within 30 days from the date hereof shall terminate this Agreement.

Total purchase price is Thirty-Six Thousand and no/100 ----- DOLLARS (\$ 36,000.00 ), payable as follows per the terms of the Real Estate Contract attached hereto, which Contract is by this reference made a part hereof. The parties agree to the terms and conditions of said Real Estate Contract and agree to execute same upon closing of this transaction as hereinafter provided. Seller agrees to assist Buyers in locating the corners of the aforescribed property prior to the closing date hereof.

The date of the first monthly installment for said Real Estate Contract shall be inserted at the time of closing, which date shall be thirty (30) days after the closing date, and a like installment shall be due on the same day of each month thereafter. (over)

Seller agrees to furnish and deliver to purchaser as soon as procurable a purchaser's policy of title insurance, and seller authorizes agent to apply ~~for~~ for such policy or report showing condition of title. When approval is received from the Skamania County Health Auth. to sub-divide ~~the~~ <sup>this</sup> property is not insurable and cannot be made insurable within thirty (30) days from date of title report; earnest money shall be refunded and all rights of purchaser terminated, except that purchaser may waive defects and elect to purchase. But if title is good and purchaser neglects or refuses to complete purchase, the earnest money may, at seller's option, be forfeited as liquidated damages. The agent shall not be responsible for delivery of title.

The property is ~~being~~ <sup>being</sup> sold by Real Estate Contract attached hereto, ~~used, free of encumbrances, except~~

Rights reserved in federal patents or state deeds, building or use restrictions general to the district and building or zoning regulations and provisions shall not be deemed encumbrances.

Encumbrances to be discharged by seller may be paid out of purchase money at date of closing.

Taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constituting liens, shall be prorated as of date of closing.

Close in escrow: \*Yes ☒ , No ☐ ; if closed in escrow, each party will deposit in escrow all instruments and moneys necessary to complete the purchase; escrow costs to be shared equally by purchaser and seller.

Possession date of closing.

Purchaser offers to purchase the property on the terms noted in its present condition and this agreement is issued subject to the approval of the seller thereof within ten (10) days from date. Purchaser agrees not to withdraw this offer during said period, or until earlier rejection thereof by seller. Purchaser agrees that written notice of acceptance given to agent by seller shall be notice to purchaser. If seller does not accept this agreement within the time specified, the agent will refund the earnest money upon demand.

The sale shall be closed in office of agent, or Knapp & O'Dell, Attorneys, within ten (10) days after title insurance policy or title insurance company's report is furnished by seller.

There are no verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement.

By Camas Realty Agent  
Juanita Baker  
Accepted this July day of 1969  
Juanita Baker Seller  
Seller (wife)

William H. Ward Purchaser  
Mary Wise Ward Purchaser (wife)  
A citizen or one who has in good faith declared his intention to become a citizen of the United States.  
Address  
Phone

DELIVER PROMPTLY TO PURCHASER, either manually or by registered mail, a copy hereof showing seller's acceptance.

Purchaser acknowledges receipt of the foregoing instrument bearing his signature and that of the seller showing acceptance.

DATE: Purchaser \_\_\_\_\_

Copy hereof showing seller's signed acceptance sent purchaser by registered mail to purchaser's above address (return receipt requested) on \_\_\_\_\_, 19\_\_\_\_. Return receipt card received and attached to broker's copy \_\_\_\_\_, 19\_\_\_\_.

COMMISSION AGREEMENT

The undersigned hereby agrees to pay a commission of Two thousand one hundred fifty Dollars (\$ 2150.00 ) to the above agent for services. In the event earnest money is forfeited, it shall be apportioned to seller and agent equally, providing the amount to agent does not exceed the agreed commission.

Juanita Baker Seller  
Address  
Phone  
Seller (wife)

\* INDICATE WHETHER YES OR NO