

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between CARROLL K. THOMPSON and WINIFRED M. THOMPSON, husband and wife, hereinafter referred to as "Seller", and CLIFFORD C. HICKEY and MILDRED B. HICKEY, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

Beginning at the Southwest corner of Lot 9 of Normandy Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence Westerly along the Northerly line of Primary State Highway No. 8 a distance of 310 feet to the initial point of the tract hereby described; thence Westerly along the Northerly line of said highway a distance of 35 feet; thence at right angles Northerly a distance of 114 feet; thence Easterly and parallel to the Northerly line of said highway a distance of 35 feet; thence Southerly a distance of 114 feet, more or less, to the initial point; said tract being located in Section 22, Township 2 North, Range 7, East of the Willamette Meridian;

SUBJECT TO an easement for water pipeline one inch in diameter and an agreement for the joint use of a well

6484 located on the above described real property as set forth in an instrument dated July 1, 1959, and recorded July 3, 1959, at page 163 of Book 4 of Agreements and Leases, records of Skamania County, Washington.

No. **TRANSACTION EXCISE TAX**

AUG 14 1969

Amount Paid **3500** AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

By Skamania County Treasurer 1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) of which Purchaser has paid to Seller the sum of One hundred dollars (\$100.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$3,400.00 shall be due and payable in monthly installments of FIFTY DOLLARS (\$50.00), or more at Purchaser's option, commencing on August 1, 1969, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from the date of this contract at the rate of six percent (6%) per annum, and the monthly installments shall be first applied in payment of the interest accruing from month to month, and the balance of the same shall be credited to the principal.

2. ASSIGNMENT: Purchaser covenants that he will not as-

sign, sell, transfer, contract to sell, encumber, or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the prior written consent of the Seller.

3. INSURANCE AND TAXES: Seller warrants that the real property taxes on the property are paid through the first half of 1969, and the Purchaser covenants to seasonably pay any such real property taxes and other governmental or municipal assessments hereafter levied on the property during the performance of this contract. Purchaser covenants to keep the insurable buildings on the property continually insured against fire and extended coverage at Purchaser's expense to the full insurable value of the same with proceeds of such insurance payable to the parties as their interest shall appear. Such policies of insurance and the renewals of the same shall be delivered to Seller. In event of any such insurable loss or damage and the payment of insurance proceeds to Seller as aforesaid, then any sums so paid thereby shall be credited upon the unpaid balance of this contract, except that in event of a partial loss the proceeds of such insurance may, at Purchaser's election, be applied to the necessary repairs occasioned by such partial loss.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on the execution of this contract and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that this contract is being performed. Purchaser covenants to use the premises in a lawful manner, to commit no waste thereon, to keep the premises and improvements in a clean and sanitary condition and in a good state of repair, and covenants to refrain from performing any material alterations to the premises or the buildings thereon except with Seller's prior consent. Purchaser covenants to seasonably pay all charges to said premises for repairs, utilities, improvements, and otherwise to the end that no liens for the same shall attach to the premises. In event Purchaser shall fail or neglect to make any such payments for repairs, utilities, improvements, taxes, insurance or other charges which in the opinion of Seller may attach as a lien to the premises, or if Purchaser shall fail to properly maintain or repair the premises or the buildings thereon, then Seller may, at his election, make any such payments or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Seller covenants upon the complete payment and performance of this contract to deliver to Purchaser a Warranty Deed conveying the

property to Purchaser free of liens or encumbrances as of the date of this contract, but Seller shall not warrant against any such liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the date of this contract. Seller agrees upon request of Purchaser after the unpaid balance of this contract has been reduced to not more than \$3,000.00 to furnish to Purchaser a policy of title insurance insuring Purchaser's rights in the property pursuant to this contract. Purchaser shall be privileged to obtain such title insurance at his own expense at any time, and the amount of the premium for such title insurance will be credited on the purchase price.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to the mailing address of the premises, or to such other address as Purchaser may designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 7 day of July, 1969.

<u>Carroll K. Thompson</u>	<u>Clifford C. Hickey</u>
Carroll K. Thompson	Clifford C. Hickey
<u>Winifred M. Thompson</u>	<u>Mildred B. Hickey</u>
Winifred M. Thompson	Mildred B. Hickey

S E L L E R

P U R C H A S E R

STATE OF WASHINGTON     )  
                                       ) ss  
 COUNTY OF WHATCOM     )

On this day personally appeared before me CARROLL K. THOMPSON and WINIFRED M. THOMPSON, to me known to be the individuals des-

## Real Estate Contract

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cribed 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 7 day of July, 1969.



E. J. Johnson  
Notary Public in and for the State  
of Washington;  
Residing at Bellingham, therein.



Unofficial Copy