

## REAL ESTATE CONTRACT

This Real Estate Contract made this day between WILLIAM J. GILL and JULIET GILL, husband and wife, as to an undivided one-half interest, and DELLA B. MILLER, a widow, as to the remaining one-half interest, hereinafter called "Sellers", and NORBERT J. KIEDROWSKI and JOYCE E. KIEDROWSKI, husband and wife, and LYLE W. CHAFFEE and WILMA J. CHAFFEE, husband and wife, and BARNEY M. SYVERSON and SHIRLEY M. SYVERSON, husband and wife, hereinafter called "Buyers",

## WITNESSETH:

1. DESCRIPTION OF PROPERTY CONTRACTED TO BE SOLD: In consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyers and the Buyers agree to purchase from the Sellers, the following described real estate in Skamania County, Washington, to-wit:

The Northeast Quarter of Section Twenty-four (24), Township Three (3) North, Range Five (5) East of the Willamette Meridian, SUBJECT HOWEVER to mineral rights and rights of way reserved by F. A. Mabee and Leonia Mabee, husband and wife, in deed recorded September 7, 1909, and recorded January 17, 1910, at page 146 of Book M of Deeds, records of Skamania County, Washington, as follows:

"... any and all mineral deposits and the right to mine and work the same, also right of way for a wagon road over said premises leading to the property of Washougal Gold and Copper Mining Company's property, also a right of way sufficient and suitable for constructing a railroad across said premises..."

Said mineral rights and rights of way thereafter were conveyed to R. H. Stockson of St. Louis, Missouri, by deed dated September 15, 1915, and recorded October 20, 1915, at page 392 of Book P of Deeds, records of Skamania County, Washington.

SUBJECT ALSO to easements and rights of way of record, SUBJECT ALSO HOWEVER, and reserving to the Sellers, a right of way over and across the above described real estate on road or rights of way now or hereafter existing over and across said real estate for ingress to and egress from Sellers' adjoining lands, being the Southeast Quarter of Section Twenty-four (24), Township Three (3) North, Range Five (5) East of the Willamette Meridian.

2. PURCHASE PRICE: The purchase price for said real estate is the sum of Twenty-eight Thousand and no/100 Dollars (\$28,000.00) of which the Buyers have this day paid the sum of Seven Thousand Four Hundred Fifty and no/100 Dollars (\$7,450.00) as down payment, receipt of which is hereby acknowledged by the Sellers. The balance of \$20,550.00 shall be paid in monthly installments as follows: \$210.00 or more, at Buyers' option, on or before the 1st day of May, 1971, and \$210.00 or more, at Buyers' option, on or before the same day of each month thereafter, until the full balance of principal and interest have been paid. All payments shall include interest on the unpaid balance from time to time at the rate of seven (7%) percent per annum computed from the date of this Contract, and continuing until said balance of principal and interest have been paid in full.

Buyers reserve the right to pay the balance on this Contract in full at any time without penalty. All payments under this Contract shall be made to the Sellers at City Investment Co., Camas, Washington, or at such other place as the Sellers may from time to time in writing direct.

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3. POSSESSION: Buyers shall be entitled to possession of the above described real estate as of the date of this Contract.

4. ADVANCES: It is understood and agreed that in the event the Buyers fail or neglect or refuse to pay any taxes, assessments, insurance premiums or any other lawful charge against said property, the Sellers may pay same and such sums as may be so paid shall be secured by this Contract and the said sums shall be repaid by the Buyers to the Sellers with interest thereon from each respective date of advancement until repaid at the rate of eight (8%) per cent per annum payable to the Sellers semi-annually.

5. PREPAID TAXES: The 1971 real estate taxes shall be pro rated between the Buyers and the Sellers as of the date of this Contract.

6. BUYERS' COVENANTS: Buyers covenant and agree as follows:

(a) to make the payments above mentioned in the manner and on the dates named.

(b) To pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property or the improvement thereon by fire, or from any other cause.

(c) To make or permit no unlawful or offensive or improper use of said property or any part thereof.

(d) To keep the said property at all times in as good condition as the same now is.

(e) To permit the Sellers or their agents to enter into or upon the said property at any reasonable time to inspect the same.

(f) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind, which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyers in this Contract.

(g) Not to permit or suffer any part of said property to become subject to any assessment, lien, charge or encumbrance whatsoever having or taking precedence over the rights of the Sellers in and to the said property.

(h) Not to remove the buildings or other improvements, without the written consent of the Sellers, nor to permit any waste, destruction or damage thereto.

7. DEED AND TITLE INSURANCE: Sellers agree to execute and deliver to Buyers within thirty (30) days after final payment on this Contract a Warranty Deed conveying said property to the Buyers free and clear from all encumbrances except those mentioned herein.

Sellers are at this time procuring and delivering to Buyers a Purchasers Policy of Title Insurance showing their title to be free and clear of all encumbrances, except those mentioned herein as of the date of this Contract. It is agreed that Sellers shall have no obligation to give further proof of their title.

8. BUYERS' RIGHT TO PARTIAL CONVEYANCES: The parties agree that Buyers shall be entitled to partial conveyances of portions of the above described real estate as the purchase price is paid. Buyers shall be entitled to a conveyance of one (1) acre thereof for each \$300.00 paid on the principal balance of the purchase price, including the \$7,450.00 down payment. It is agreed however, that Buyers shall not be entitled to such conveyances for payments made in increments of less than ten (10) acres or \$3,000.00.

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It is further agreed that all costs of such partial conveyances shall be borne by the Buyers including a reasonable allowance for Sellers attorneys' fees in preparing the conveyance or in reviewing a conveyance prepared by Buyers, provided, however, the cost of Revenue Stamps on all such conveyances shall be borne by Sellers.

The land to be so conveyed to Buyers may be selected by Buyers, but shall not be so selected as to interfere with Sellers' access from the remaining unconveyed land to road rights of way now or hereafter located on the real estate contracted to be sold. It is further agreed that the first partial conveyance by Sellers to Buyers shall be the North one-half of the Northwest Quarter of the Northeast Quarter of Section Twenty-four (24), Township Three (3) North, Range Five (5) East of the Willamette Meridian.

**9. ASSIGNMENT:** It is agreed that no assignment or contract for assignment of this Contract and/or no contract by Buyers to sell the subject thereof or any part thereof shall be valid unless the same shall be consented to by the Sellers in writing.

**10. 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 payment 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 Sellers shall have the right to declare this Contract null and void; and if the Buyers shall fail to make good such default within thirty (30) days after the Sellers shall have served a written Notice of Intention to Declare Contract Forfeited by delivering said notice to the Buyers or mailing same by registered mail to said Buyers at their last known address or the address given on this Contract, at the Sellers' option, then and in that event all of the Buyers' rights under this Contract shall immediately and utterly cease and determine and the property described herein shall revert to and revest in the Sellers without further action on the part of the Sellers 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 Sellers under this Contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Sellers in full satisfaction of all claims as accrued and reasonable rent of said property from this date to the time of such forfeiture and as the liquidated damages to the Sellers for the Buyers' failure to complete this Contract.

**11. OTHER REMEDIES:** As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers 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 Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they 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 difference instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

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



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13. 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 Sellers unless expressly contained herein. Buyers expressly acknowledge that they have placed no reliance whatsoever upon any representations not expressed in this Contract.

14. WAIVER: No assent, expressed or implied, by Sellers 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.

15. PLATTING OR SUB-DIVIDING: In the event Buyers elect to platt or sub-divide the said real estate, or any portion thereof, Sellers agree to join in such action and to sign any and all plats and other documents necessary to accomplish such platting or sub-dividing.

16. OPTION TO PURCHASE ADDITIONAL REAL ESTATE:

(a) The Sellers hereby grant to Buyers the exclusive right and option to purchase the hereinafter described real estate, according to the terms and conditions set out hereinafter.

(b) Description of Real Estate: The real estate subject to this option is located in the State of Washington, County of Skamania, and is more particularly described as follows:

The Southeast Quarter of Section-Twenty-four (24),  
Township Three (3) North, Range Five (5) East of  
the Willamette Meridian.

(c) Option Price: The option price to be paid by Buyers to Sellers is Twenty-eight Thousand and no/100 Dollars (\$28,000.00), payable as follows: \$7,450.00 shall be paid to Sellers at the time the option is exercised as hereinafter provided, and the balance of the purchase price shall be paid in monthly installments of not less than \$210.00 per month including interest on the unpaid balance from time to time at the rate of seven (7%) percent per annum.

(d) Term of Option: The term of the option hereby granted to Buyers shall be for a period of three (3) years commencing on the date of this Contract and expiring without further notice at 12:00 noon, Pacific Standard Time, on the third anniversary of the date of this Contract.

(e) Consideration: In consideration of the granting of this option, Buyers agree to pay to Sellers on demand a sum equal to the general real estate taxes, plus fire patrol on the land subject to the option for the years 1971, 1972 and 1973.

(f) Exercise of Option: Buyers may exercise this option by written notice to Sellers delivered to Sellers personally or by registered mail addressed to Sellers at Rt. 1, Box 600, Washougal, Washington 98671. Buyers shall, at the time of giving such written notice, deposit the sum of \$2,000.00 with Skamania County Title Company, Stevenson, Washington, as escrow agent, to be paid over to Sellers upon delivery of Real Estate Contract as hereinafter provided.

(g) Title Report: Upon receipt of the notice above provided for, Sellers shall, within thirty (30) days, procure and deliver to Buyers a Preliminary Title Report issued by Skamania County Title Company showing the title to be conveyed to be free and clear of all encumbrances and exceptions other than those mentioned herein and other than those contained in the standard form of Owner's Title Insurance, and subject to easement of record. If the title is not so insurable, and cannot be made so insurable within 120 days of the date of such report, the \$2,000.00 deposited with the escrow agent shall be refunded

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to Buyers and all rights of purchase shall terminate; provided, however, Buyers may waive defects and elect to purchase. If title is insurable and Buyers refuse or fail to complete the purchase within 120 days of the date of said report, all monies theretofore paid by Buyers shall be paid over to Sellers as liquidated damages for Buyers breach of contract.

(h) Closing: Should Buyers elect to purchase as above provided and any defects shown on the Title Report be waived by Buyers, Sellers shall deposit with the escrow agent a Real Estate Contract containing terms and provisions the same as contained in this Real Estate Contract, agreeing to sell said real estate to Buyers. Within 120 days of the date of the Title Report, Buyers shall sign said Real Estate Contract and deposit with the escrow agent the balance of the agreed down payment in the amount of \$5,450.00. At such time as the Title Insurance Company binds itself to issue an Owner's Policy of Title Insurance to Buyers, subject only to defects, if any, waived by Buyers, the escrow agent shall be instructed to deliver the down payment, less expenses of sale, to Sellers, and to cause the Real Estate Contract to be recorded and delivered.

(i) Breach by Sellers: In the event Buyers exercise this option as above provided and Sellers fail to procure the Title Report or to execute and deposit the Real Estate Contract within the time limited, then Buyers shall have the right to withdraw all monies deposited with the escrow agent, but by such withdrawal, Sellers will not be relieved of thier obligation to enter into the Real Estate Contract hereunder, unless Buyers in writing declare a recision of this Agreement.

(j) Taxes: Taxes for the current year shall be pro rated as of the date of the Real Estate Contract.

(k) Possession: Buyers shall be entitled to possession of said real estate as of the date of the Real Estate Contract.

(l) Escrow Costs: The expenses of the escrow, if any, shall be paid by the Buyers.

(m) This option is not divisible.

IN WITNESS WHEREOF, we have hereunto set our hands this 15<sup>th</sup> day of April, 1971.

Life W. Chaff  
Anna J. Chaff  
Barry A. Chaff  
Shirley Chaff  
Donald J. Chaff  
James E. Chaff  
 BUYERS

No. 639  
**TRANSACTION EXCISE TAX**  
 APR 20 1971  
 Amount Paid \$5,450.00  
Michael J. Chaff  
 Skamania County Treasurer  
William J. Hill  
Richard Hill  
ella B. Miller  
 SELLERS

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STATE OF WASHINGTON )

COUNTY OF CLARK )

)ss.

On this day personally appeared before me WILLIAM J. GILL and JULIET GILL, husband and wife, and DELLA B. MILLER, a widow, to me known to be the individuals 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 15<sup>th</sup> day ofAPRIL, 1971.

*William J. Gill*  
Notary Public in and for the State of  
Washington, Residing at Camas.