

REAL ESTATE CONTRACT

This CONTRACT for the sale of land executed this date between RAYMOND B. JOHNSON and LUCY B. JOHNSON, husband and wife, hereinafter referred to as "Seller," and JACK D. PHILLIPS and JOANNA L. PHILLIPS, husband and wife, hereinafter referred to as "Purchaser"

WITNESSETH:

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:

That portion of the Northwest Quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northwest Corner of said Section 33; thence East along the North line of said Section 1160 feet; thence South 465 feet, more or less, to the center line of the County Road known as the LaBarre Heights Road; thence Southwesterly along the center of said road to the West line of said Section 33; thence North along the Section line 730 feet, more or less, to the point of beginning.

TOGETHER WITH a perpetual easement for access to said property over a strip of land 25 feet in width described as follows: Beginning at the Northeast Corner of the tract above described; thence South 25 feet; thence East parallel with the North line of said Section to the West line of the said LaBarre Heights County Road; thence Northeasterly along the Westerly line of said road to the North line of said Section; thence West along the North line of the Section to the point of beginning of said easement.

EXCEPT any portion lying within public roads,  
AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of NINE THOUSAND NINE HUNDRED DOLLARS (\$9,900.00) of which Purchaser has paid to Seller the sum of ONE THOUSAND DOLLARS (\$1,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$8,900.00 shall be due and payable in monthly installments of \$75.00, or at Purchaser's option, commencing on the first day of November, 1971, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining balance of the purchase price shall bear interest from the date of this contract at the rate of eight percent per annum (8%), and the monthly installments aforesaid shall be first applied in payment of the interest accruing from month to month, and the balance credited to the principal.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes levied on the property are paid to date. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the

## Real Estate Contract

performance of this contract.

3. 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.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the property upon the execution and delivery 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 and to maintain the same in a clean, safe and sanitary condition. Purchaser further covenants to seasonably pay all charges incurred in connection with its use and occupancy of the property, including repairs, improvements or otherwise. If Purchaser shall fail or neglect to make any such payments for taxes, repairs, improvements or other charges which in the opinion of Seller may attach as a lien to said property, then Seller may, at his election, make any such payments, and the amounts 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 agrees at Purchaser's request to convey the Easterly five acres of the property to Purchaser in partial performance of this contract when the principal balance has been reduced to not more than \$6,600.00. Upon the final payment in performance of this contract Seller will convey the remainder of the property to Purchaser by Warranty Deed as above described and otherwise 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. When the principal balance of the contract has been reduced to not more than \$6,600.00, Seller agrees to furnish to Purchaser a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

5. 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.

JEFFERSON D. MILLER  
ATTORNEY AT LAW

335 N. E. 5TH AVE.

CAMAS, WASHINGTON 98607

AREA CODE 206-TELEPHONE 634-3500

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 to Purchaser that may be required by law concerning the enforcement or forfeiture of this contract may be made by certified or registered United States mail addressed to Purchaser at Route 2 Box 450, Washougal, Washington 98671, or to such other mailing address as Purchaser may hereafter designate in writing.

IN WITNESS WHEREOF, the parties have executed this contract this 30<sup>th</sup> day of September, 1971.

Raymond E. Johnson  
Raymond E. Johnson

Jack D. Phillips  
Jack D. Phillips

Lucy B. Johnson  
Lucy B. Johnson

Joanna L. Phillips  
Joanna L. Phillips

SELLER

No. 930  
TRANSACTION EXCISE TAX

PURCHASER

OCT - 4 1971

STATE OF WASHINGTON

Amount Paid \$99.45  
Paid to Skamania County Treasurer

COUNTY OF CLARK

On this day personally appeared before me RAYMOND E. JOHNSON, LUCY B. JOHNSON, JACK D. PHILLIPS and JOANNA L. PHILLIPS, 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 30<sup>th</sup> day of September, 1971.

Jefferson D. Miller  
Notary Public in and for the State  
of Washington;  
Residing at Camas, the

