

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 22<sup>nd</sup> day of November, 1971, between EVA ATKINS, a widow, hereinafter called the "Seller", and ~~MARVIN O. ALLEN and HAZEL M. ALLEN, husband and wife~~, hereinafter called the "Purchasers", WITNESSETH: *E A 9m & A*

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

All that portion of the following tract of land lying ~~two feet North of Carson Creek~~ *North and East of the corner of Carson Creek* *8 1/2*

A tract of land located in the NW1/4 of Section 29, Township 3 North, Range 8 E.W.M., described as follows: Beginning at a point 605 ft. W and 129 ft. S of the NE corner of the NW1/4 of the said Section 29; thence S 290 ft.; thence W 200 ft.; thence N 290 ft.; thence E 200 ft. to the point of beginning. *94 0' 0"*

The terms and conditions of this contract are as follows: The purchase price is Fourteen Thousand (\$14,000.00) Dollars, of which Two Thousand (\$2,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of the purchase price shall be paid as follows: The sum of One Hundred (\$100.00) Dollars shall be paid on or before the 5th day of December, 1971, and like payments shall be made on the 5th day of each and every month thereafter, until the entire purchase price and interest has been paid in full; the unpaid principal balance to bear interest at the rate of eight per cent (8%) per annum.

All payments to be made hereunder shall be made at The Columbia George Bank, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be November 1<sup>st</sup>, 1971.

(1) The purchasers 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; and if by the terms of this contract, the purchasers have assumed payment

of any mortgage, contract or other encumbrance, or have assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchasers agree to pay the same before delinquency.

(2) The purchasers agree, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as her interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchasers 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 the purchasers 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.

(4) The purchasers assume all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, 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 the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchasers 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 purchasers elect that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers, a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use.

(6) Unless a different date is provided for herein, the purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchasers are not in default hereunder. The purchasers covenant to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchasers 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 date purchasers are entitled to possession.

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

(8) Time is of the essence of this contract, and it is agreed that in case the purchasers 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 the purchasers' rights hereunder terminated, and upon her doing so, all payments made by the purchasers hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchasers

shall be construed as a waiver of any subsequent default.

Service upon purchasers of all demands, notices or other papers with respect to forfeiture and termination of purchasers' rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchasers at their address last known to the 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 purchasers 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 the seller shall bring suit to procure an adjudication of the termination of the purchasers' rights hereunder, and judgment is so entered, the purchasers agree, to pay a reasonable attorney's fee 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.

(10) Until this contract is paid in full, the purchasers shall not assign or hypothecate this contract, or mortgage the property which is the subject matter of this contract, without the written consent of the seller.

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

No. 1010  
TRANSACTION EXCISE TAX

NOV 15 1971  
Amount Paid 140.00  
Michael Russell  
Skamania County Treasurer  
STATE OF WASHINGTON  
County of Skamania ) ss.

Marvin C. Allen  
Hazel M. Allen  
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On this day personally appeared before me EVA ATKINS, a widow, and MARVIN C. ALLEN and HAZEL M. ALLEN, husband and wife, to me known to be the individuals described in and who executed the within



and foregoing instrument, and acknowledged that they signed and sealed the same and their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of November, 1971.



Shirley A. Little  
Notary Public in and for the State of  
Washington, residing at Stevenson.

