

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 23rd day of June, 1971, by and between THE ESTATE OF ADOLPH L. WALTHER, through FRIEDA F. NOVARIA, Administratrix, hereinafter called the "Seller", and EDWARD W. DONNALLY and ANN de JARNETTE DONNALLY, husband and wife, hereinafter called the "purchasers",

WITNESSETH: 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, to-wit:

The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 3 North, Range 9 E.W.M., and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 3 North, Range 9 E.W.M., consisting of 80 acres, more or less,

EXCEPTING therefrom, the following described parcel of land conveyed by Quit Claim Deed to Thurlio Harris, Orville Harris and Harley Harris, on the 11th day of June, 1971, to-wit: Beginning at the NW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 3 North, Range 9 E.W.M., thence East along said North line of the said SE $\frac{1}{4}$ of said SW $\frac{1}{4}$ 208 ft.; thence South 208 ft.; thence West 208 ft.; thence North along the West line of the said SE $\frac{1}{4}$ of the said SW $\frac{1}{4}$ to the point of beginning, containing one acre, more or less,

AND TOGETHER with an easement 30 ft. in width in, over, upon and across the above described one acre tract of land, more particularly described as follows: Beginning at the NW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 3 North, Range 9 E.W.M., thence East along said North line of the said SE $\frac{1}{4}$ of said SW $\frac{1}{4}$ 30 ft.; thence South 208 ft.; thence West along the southerly line of said tract, 30 ft.; thence northerly along the West line 208 ft. to the point of beginning.



No.

TRANSACTION EXCISE TAX

JUL 12 1971

Amount Paid \$22.25

Marked by Skamania County Treasurer

TOGETHER with all existing water rights, a copy of which is attached hereto and hereby incorporated by reference.

The terms and conditions of this contract are as follows:

The purchase price is Sixty Thousand and no/100 Dollars (\$60,000.00), of which One Thousand Dollars (\$1,000.00) has been previously paid as earnest money, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Twenty-Nine Thousand and no/100 Dollars (\$29,000.00) on or before July 1,

1971, and the remaining Thirty Thousand Dollars (\$30,000.00) to be paid in equal installments of Ten Thousand Dollars (\$10,000.00), or more, commencing on July 1, 1972, and continuing thereafter until the entire principal and interest have been paid in full. The unpaid principal balance is to bear interest at the rate of seven per cent (7%) per annum.

All payments to be made hereunder shall be made at the law office of Robert K. Leick, Attorney at Law, Stevenson, Washington, Zip Code 98648, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be July 1, 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 encumbrances, 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; provided that the real estate taxes for the year 1971 shall be pro-rated between the parties as of the date of closing.

(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 its 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 its assigns shall be held to any covenant respecting the condition of any improvements thereon, nor shall the purchasers or sellers, 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 of 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 has delivered, or agrees to deliver within fifteen (15) days of the date of closing, a purchasers' policy of title insurance in standard form, or a commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchasers to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchasers are to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which the

seller is purchasing said real estate, and any mortgage or other obligations, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchasers shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) 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, free of encumbrances except any that may attach after date of closing through any person other than the seller.

(8) 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.

(9) The purchasers covenant to pay before delinquency any and all bills which may otherwise become a lien on said real estate.

(10) The purchasers covenant and agree to perfect, under the laws of the State of Washington, the existing water rights on said real estate, so as not to allow the same to lapse or become invalid.

(11) The purchasers and seller agree that the purchasers shall not assign, hypothecate or pledge this contract without the

seller's consent and the seller agrees that they shall not withhold their consent unreasonably.

(12) The parties agree that no timber shall be cut or taken from the property described herein until the entire purchase price has been paid in full.

(13) 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 ten per cent (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.

(14) 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 purchaser's rights hereunder terminated, and upon 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 the 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 U.S. Mail, postage prepaid, return receipt requested, directed to the purchasers at their address last known to the seller.

(15) In the event the purchasers are in default of any covenant herein to pay any of the annual installments or interest thereon; in addition to all other remedies provided for herein, the seller shall have the remedy to declare the entire unpaid balance due and owing.

(16) 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 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 and adjudication of the termination of the purchasers' rights hereunder, and judgment is so entered, the purchasers agree to pay a reasonable sum as attorney's fees 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.

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

PURCHASERS:

Edward W. Donnally
Ann de Jarnette Donnally

SELLER:

ESTATE OF ADOLPH L. WALTHER, by:
Freda F. Novack
Administratrix

FLORIDA
STATE OF WASHINGTON)
BREVARD) SS.
County of St. Johns)

On this day personally appeared before me ~~XXXXXX~~ EDWARD W. DONNALLY & ANN de JARNETTE DONNALLY, husband and wife, ~~XXXXXX~~ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that ~~who~~ ^{they} signed the same as ~~not~~ ^{their} free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of JUNE, 1971.

W. M. Livingston
Notary Public in and for the State
of Washington, residing at
Stevenson-shoreline.
NOTARY PUBLIC
STATE OF FLORIDA

STATE OF WASHINGTON }
County of Skamania } ss.

On this day personally appeared before me FRIEDA F. NOVARIA, 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.

GIVEN under my hand and official seal this 25th day of June, 1971.



Frieda F. Novaria
Notary Public in and for the State of Washington, residing at Stevenson, therein.

