

REAL ESTATE CONTRACT

THIS CONTRACT, made this 10th day of April, 1972, by and between JERRY RANDALL and LOU RANDALL, husband and wife, herein-after called the "sellers" and GEORGE R. CATRON and JUNE C. CATRON, husband and wife, hereinafter called the "purchasers",

WITNESSETH: That the sellers agree to sell to the purchasers and the purchasers agree to purchase of the sellers, the following described real estate with the appurtenances, situate in Skamania County, Washington:

Commencing at a point which is 161.4 ft. S and 125.8 ft. E of the monument which marks the place where the N line of the H.S. DLC crosses the range line between Range 7 and Range 7 1/2; thence S 86° 58' E 66 ft.; thence S 12° 58' W 192.9 ft.; thence N 83° 28' W 121.8 ft.; thence northeasterly along the County Road to the point of beginning, containing .45 acres more or less.

1280

TRANSACTION EXCISE TAX

APR 11 1972

Amount Paid \$94.00
Desired C. Catron
 Skamania County Treasurer

By _____

on the following terms and conditions:

The purchase price is Nine Thousand Four Hundred Dollars (\$9,400.00), payable as follows: The sum of One Hundred Twenty-Five Dollars (\$125.00) is to be paid on the 10th day of April, 1972, and like payments thereafter on the 10th day of each and every month until the entire purchase price and interest has been paid in full, the unpaid principal balance to bear interest at the rate of six per cent (6%) per annum.

The purchasers agree: (1) to pay before delinquency all payments required to be made hereunder; also, all taxes and assessments which are above assumed by them, if any, and all which may, as between grantors and grantees, hereafter become a lien on the premises; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the sellers as owners, in an insurance company satisfactory to the sellers, for the benefit of the sellers and purchasers as their interests may appear, until the purchase price is fully paid, and to deliver to sellers the insurance policies, renewals, and premium receipts; (3) to keep the buildings and all

and be entitled to retain possession so long as they are not in default in carrying out the terms hereof.

It is agreed by the parties that upon default of any of the

other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchasers shall fail to pay before delinquency any taxes or assessments, or any payments required to be made hereunder, or to insure the premises as above provided, the sellers may pay such taxes and assessments and effect such insurance, and the amounts paid therefor by them shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of sellers by reason of such failure.

The purchasers agree to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the sellers by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the sellers may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers a statutory warrant deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the sellers.

The purchasers have made full inspection of the real estate and no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract.

Purchasers shall have immediate possession of the real es-

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STATE OF WASHINGTON)
) ss
 County of Skamania)

I, the undersigned, a Notary Public in and for the State

and purchasers as their interests may appear, until the purchase price is fully paid, and to deliver to sellers the insurance policies, renewals, and premium receipts; (3) to keep the buildings and all

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tate and be entitled to retain possession so long as they are not in default in carrying out the terms hereof.

It is agreed by the parties that upon default of any of the terms hereunder, forfeiture may be declared by notice sent by registered mail to the address of the purchasers, of their assigns, last known to the sellers.

In addition to any other remedies the sellers may have hereunder, in the event the purchasers breach any covenant with regard to the payment of money, either principal or interest, and said breach continues for thirty (30) days after notice of said breach from the sellers to the purchasers, the sellers may elect to declare the entire unpaid principal and interest due and owing, and upon purchasers failure to pay the same, the sellers may forfeit the purchasers' interests in this contract and keep any payments previously made as liquidated damages.

In addition to all other rights under this contract, time is of the essence hereof, and in the event the purchasers shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchasers' rights hereunder terminated, and upon their so doing, all payments made by the purchasers hereunder and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property; and if the sellers within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchasers' rights hereunder, the purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have signed and sealed this contract the day and year first above written.

George R. Patton
James C. Cotton
John A. Rusk
Benjamin Rusk

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STATE OF WASHINGTON)
County of Skamania) ss

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 10th day of April, 1972, personally appeared before me JERRY RANDALL and LOU RANDALL, husband and wife, and GEORGE R. CATRON and JUNE C. CATRON, husband and wife, to me known to be the individuals described in and who executed the 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 the day and year last above written.



L. B. C. O. O. O.
Notary Public in and for the State of
Washington, residing at ~~Stevenson, Wash.~~
North Bonneville, Wash.
dated: April 10, 1972

