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REAL ESTATE CONTRACT

This contract is made and entered into by and between William J. Wineberg, individually and as Executor of the Estate of Janet R. Wineberg, deceased, pursuant to an order confirming sale of real property by negotiation entered in the said estate, Probate Cause No. 17518 in the Clark County Superior Court, on June 19, 1972, hereinafter called the seller, and General Holding Corporation, a Washington corporation, hereinafter called the buyer.

It is mutually agreed as follows:

1. The seller agrees to sell to the buyer and the buyer agrees to purchase from the seller, all in accordance with the terms of this contract, the following described real estate situated in Skamania County, Washington, to-wit:

1482

The Southwest Quarter of the Southwest Quarter of Section 22, Township 2 North, Range 6 E. W. M.; and

No. _____
TRANSACTION EXCISE TAX

AUG 16 1972

Amount Paid \$ 25.00

By *Richard O. O'Connell*

Skamania County Treasurer

By *James J. Ballinger*

All that portion of the Southeast Quarter of the Southwest Quarter of the said Section 22 lying westerly of the center line of County Road No. 1014 designated as the Woodard Creek Road and northerly of the following described line: Beginning at a point 350 feet north of the southwest corner of the SE 1/4 of the SW 1/4 of the said Section 22; thence east parallel to the south line of said Section 22 to intersection with the center line of County Road No. 1014.

Subject to easements and rights of way for public roads, including easements and rights of way for County Road No. 1014 designated as the Woodard Creek Road.

2. The buyer promises to pay to the seller as the purchase price of the property described above the sum of Eight Thousand Five Hundred (\$8,500.00) Dollars, to be paid as follows:

a. The sum of Eight Hundred Fifty (\$850.00) Dollars is paid herewith, and receipt of said sum is hereby acknowledged.

b. The unpaid balance of the purchase price, i.e., the sum of Seven Thousand Six Hundred Fifty (\$7,650.00) Dollars, and interest, shall be paid in quarterly installments of One Hundred Ninety (\$190.00) Dollars each, or more, beginning 90 days after the date of this contract, and continuing

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shall, fall due as herein provided, or within 30 days thereafter, or in the event the buyer fails to perform any other covenant or agreement contained in this contract when due or within 10 days after notice of default in such performance,

quarterly thereafter until the entire balance of the purchase price and interest are paid.

c. The diminishing balance of the purchase price shall bear interest from January 2, 1972, until paid, at the rate of seven (7%) percent per annum. Each payment made upon this contract shall be applied first to interest accrued and then to the balance of the purchase price.

d. The buyer may make additional payments on the purchase price in any amount at any time without penalty.

3. The buyer agrees to pay before delinquency all taxes and assessments of every kind and nature that may hereafter become a lien upon the real estate described above. The seller shall pay all delinquent taxes and interest through 1971; and the buyer shall assume and pay all subsequent taxes including all taxes for the year 1972.

4. The property herewith sold is unimproved. The buyer assumes all the hazards of damage to or destruction of any of the property subject to this contract and also of the taking of such property or any part thereof for public use, and no such damage, destruction or taking shall constitute a failure of consideration on the part of the seller. The buyer may make improvements upon such real property, but in the event any improvements are made or any work is done on the property, the buyer shall promptly pay the cost thereof and shall allow no liens to accrue against the property from any source whatsoever. The buyer shall be entitled to possession of such real property immediately and shall be entitled to remain in possession during all times while this contract is maintained in good standing.

5. Neither this contract nor any part thereof, nor any interest in the property covered by this contract may be sold, mortgaged, pledged, assigned or transferred by the buyer, either voluntarily or by operation of law, without the written consent of the seller; provided, however, that this contract shall be binding upon the heirs, legatees and personal representatives of the parties.

6. Time is the essence of this contract. In the event the buyer fails to make any payment provided for in this contract at the time the same

buyer with the terms of this contract, the seller will execute and deliver to the buyer a warranty deed to the real estate described above, and any portions theretofore conveyed by partial fulfillment deed. All partial fulfillment deeds

shall fall due as herein provided, or within 30 days thereafter, or in the event the buyer fails to perform any other covenant or agreement contained in this contract when due or within 10 days after notice of default in such performance, the seller may declare a forfeiture and cancellation of this contract, and thereupon all rights of the buyer under this contract shall end, and all payments theretofore made by the buyer shall be retained by the seller as liquidated damages. In the alternative, the seller may bring action on any intermediate overdue payment; and any such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the seller of any default on the part of the buyer shall be construed as a waiver of any subsequent default.

7. In the event the seller brings suit or action to enforce forfeiture of this contract, or to collect any overdue payment provided for herein, or to enforce any other covenant, stipulation or agreement contained herein, the buyer agrees to pay the costs and expenses of such suit or action, including a reasonable attorney's fee to be fixed by the court in which such suit or action is brought.

8. For each Fifteen Hundred (\$1,500.00) Dollars reduction in the unpaid principal balance of the purchase price, it is agreed that the seller will release to the buyer a five-acre portion of the above described real property by partial fulfillment deed. Each five-acre tract to be released shall be designated and requested by the buyer, but its designation shall be such that its release does not unreasonably detract from the value of the balance of the property and does not deprive the balance of the property from access to and from a public road. Upon making request for any such release the buyer shall submit a proper legal description of the property desired for release, and a drawing showing its location with respect to the balance of the property and with respect to existing or proposed roads or ways of access. The cost of preparing the partial fulfillment deeds shall be borne by the buyer.

9. The seller agrees that he will, at his own expense, procure and deliver to the buyer a purchaser's policy of title insurance insuring the seller's title as of the date of this contract. The seller further agrees that he will promptly pay the excise tax upon this sale. Upon full compliance by the

Dated this 3/ day of July, 1972.

Callers: William J. Wineberg
William J. Wineberg, individually and as
Executor of the Estate of Janet R.
Wineberg, deceased.

Employer: GENERAL HOLDING CORPORATION,
a Washington corporation, ✓

By Robert W. Kamm President

By Asst. Sec. 10 Secretary

STATE OF WASHINGTON

County of Clark

On this day before me personally appeared William J. Wineberg, individually and as Executor of the Estate of Janet R. Wineberg, deceased, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS My hand and notarial seal this 31 day of July, 1972.

Notary Public in and for the state of
Washington, residing at Vancouver.

STATE OF WASHINGTON

County of Clark

On this 17th day of July, 1972, before me personally appeared Robert W. Kenna and L. Vance Engren to me known to be the President and Secretary of General Building Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated, each for himself, that he was authorized to execute said instrument and that the seal affixed is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
original seal the day and year last above written.

Notary Public in and for the
Washington, residing at Vannoy St.